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6 Facsimile: (702) 837-1650  
7  
8 Attorney for Debtors,  
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11 UNITED STATES BANKRUPTCY COURT  
12  
13 DISTRICT OF NEVADA

14 In re  
15 ABDEL ASSAHOURI and  
16 MONA A. ASSAHOURI,  
17  
18 Debtors.

Case No: BKS-11-18679-BAM  
Chapter 13  
Trustee: Kathleen A. Leavitt

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28 **DEBTORS' MOTION FOR AN ORDER TO  
COMPEL ABANDONMENT OF REAL  
PROPERTY PURSUANT TO 11 U.S.C.  
§544**

Hearing Date: May 31, 2012  
Hearing Time: 2:30 p.m.

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28 COMES NOW, ABDEL ASSAHOURI and MONA A. ASSAHOURI, (hereinafter  
referred to as "Debtors"), by and through their counsel of record, Jeffrey S. Posin, Esq.  
and hereby files their Motion for an Order to Compel Abandonment of Real property  
Pursuant to 11 U.S.C. §544.

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28 Debtors, through undersigned counsel, are seeking an Order to Compel  
Abandonment Real Property located at 9816 Almenia Street, Las Vegas, Nevada 89178  
(hereinafter referred to as "Property"), so that a "short sale" can be effectuated.

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28 **LEGAL ARGUMENT**

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28 **§544 Abandonment of property of the estate.**

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28 b. On request of a party in interest and after notice and a hearing, the court  
may order the trustee to abandon any property of the estate that is  
burdensome to the estate or that is of inconsequential value and benefit to  
the estate.

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28 In the case-at-bar, the Property is being sold for less than is owed. Schedule D of  
Debtors' Petition evidences that Debtors owe approximately \$320,250.00 (First

1 Mortgage) to Indymac Bank. Attached hereto as Exhibit "1" is a true and correct copy of  
2 the Residential Purchase Agreement that was issued by Keller Williams Realty on or  
3 about March 13, 2012. According to this Agreement, the Purchasers have agreed to  
4 purchase the Property for \$240,000.00. Debtors will not be receiving any proceeds from  
5 this sale.

6 Therefore, Debtors are requesting abandonment of the Property as it literally has  
7 no value. Thus, under 11 U.S.C. §554(b), abandonment is proper as this Property "is of  
8 inconsequential value and benefit to estate".

9 **WHEREFORE, DEBTORS** pray for relief as follows:

10 1. For an Order to Compel Abandonment Real Property located at 9816 Almenia  
11 Street, Las Vegas, Nevada 89178.

12 Dated this 17<sup>th</sup> day of April, 2012.

13 JEFFREY S. POSIN AND ASSOCIATES

14 /s/ Jeffrey S. Posin, Esq.

15 JEFFREY S. POSIN, ESQ.  
16 Nevada Bar No.: 6457  
17 Post Office Box 531468  
18 Henderson, NV 89053-1468  
19 Attorney for Debtors

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# **EXHIBIT “1”**



## RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions and Earnest Money Receipt)

Date: 2/28/12

1 **CHRISTOPHER BURNS**  
 2 **9816 ALMENIA ST.**

3 ("Buyer"), hereby offers to purchase  
 4 ("Property")  
 5 within the city or unincorporated area of **LAS VEGAS**, County of **CLARK**

6 State of Nevada, Zip 89178 A.P.N. # **176-28-116-069** for the purchase price of \$ **240,000**,  
 7 **TWO HUNDRED FORTY THOUSAND** dollars ("Purchase Price") on the terms

8 and conditions contained herein:  
 9 **BUYER**  does -OR-  does not intend to occupy the Property as a residence.

### 10 Buyer's Offer

#### 11 1. FINANCIAL TERMS & CONDITIONS:

12 \$ **2000.00** A. **EARNEST MONEY DEPOSIT** ("EMD") is  presented with this offer -OR-

13 *(NOTES: It is a felony in the State of Nevada to punishable by up to four years in prison and a \$5,000 fine to transfer a  
 14 check for which there are insufficient funds. NRS 193.130(3)(d))*

15 \$ **0** B. **ADDITIONAL DEPOSIT** to be placed in escrow on or before (date) **2/28/12** The  
 16 additional deposit  will -OR-  will not be considered part of the EMD. (Any conditions on the additional  
 17 deposit should be set forth in Section 28 herein.)

18 \$ **231,800.00** C. **THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN ON**  
 19 **THE FOLLOWING TERMS AND CONDITIONS:**

20  Conventional,  FHA,  VA,  Other (specify) **30**  
 21 Interest:  Fixed rate, **30** years -OR-  Adjustable Rate, **30** years. Initial rate of interest not to  
 22 exceed **7.5**%, Initial monthly payment not to exceed \$ **1774.2**, not including taxes, insurance  
 23 and/or PMI or MIP.

24 \$ **0** D. **THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE**  
 25 **FOLLOWING EXISTING LOAN(S):**

26  Conventional,  FHA,  VA,  Other (specify) **30**  
 27 Interest:  Fixed rate, **30** years -OR-  Adjustable Rate, **30** years. Initial rate of interest not to  
 28 exceed **7.5**%, Monthly payment not to exceed \$ **1774.2**, not including taxes, insurance and/or PMI or MIP.

29 \$ **0** E. **BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS**  
 30 **IN "FINANCING ADDENDUM."**

31 \$ **6400.00** F. **BALANCE OF PURCHASE PRICE** (Balance of Down Payment) in Good Funds to be paid prior to  
 32 Close of Escrow ("COE").

33 \$ **240,000.00** G. **TOTAL PURCHASE PRICE** (This price DOES NOT include closing costs, prorations, or other fees  
 34 and costs associated with the purchase of the Property as defined herein.)

35 Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a  
 36 particular paragraph is otherwise modified by addendum or counteroffer.

37 Buyer's Name: **CHRISTOPHER BURNS**

38 BUYER(S) INITIALS: **CB**

39 Property Address: **9816 ALMENIA ST.**

40 SELLER(S) INITIALS: **AB**

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43 Page 1 of 11

## 1 2. ADDITIONAL FINANCIAL TERMS &amp; CONTINGENCIES:

2 A. NEW LOAN APPLICATION: Within 3 business days of Acceptance, Buyer agrees to (1) submit a  
 3 completed loan application to a lender of Buyer's choice; (2) authorize ordering of the appraisal (per lender's requirements);  
 4 and (3) furnish a preapproval letter to Seller based upon a standard factual credit report and review of debt to income ratios. If  
 5 Buyer fails to complete any of these conditions within the applicable time frame, Seller reserves the right to terminate this  
 6 Agreement. In such event, both parties agree to cancel the escrow and return BMD to Buyer. Buyer  
 7  does -OR-  does not  
 8 authorize lender to provide loan status update to Seller's and Buyer's Brokers, as well as Escrow Officer. Buyer agrees to use  
 9 Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

10 B. CASH PURCHASE: Within 0 business days of Acceptance, Buyer agrees to provide written evidence  
 11 from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the  
 12 written evidence within the above period, Seller reserves the right to terminate this Agreement.

13 C. APPRAISAL: If an appraisal is required as part of this agreement, or requested by Buyer, and if the  
 14 appraisal is less than the Purchase Price, the transaction will go forward if (1) Buyer, at Buyer's option, elects to pay the  
 15 difference and purchase the Property for the Purchase Price, or (2) Seller, at Seller's option, elects to adjust the Purchase Price  
 16 accordingly, such that the Purchase Price is equal to the appraisal. If neither option (1) or (2) is elected, then Parties may  
 17 renegotiate; if renegotiation is unsuccessful, then either Party may cancel this Agreement upon written notice. In which event  
 18 the BMD shall be returned to Buyer.

## 21 22 3. SALE OF OTHER PROPERTY:

23 This Agreement

24  is not -OR-  
 25  is contingent upon the sale (and closing) of another property which address is

26 Said Property

27  is currently listed  
 28  is not -OR-  is  
 29 presently in escrow with \_\_\_\_\_  
 30 Escrow Number: \_\_\_\_\_ Proposed Closing Date: \_\_\_\_\_

31 When Buyer has accepted an offer on the sale of this other property, Buyer will promptly deliver a written notice of the sale to  
 32 Seller. If Buyer's escrow on this other property is terminated, abandoned, or does not close on time, this Agreement will  
 33 terminate without further notice unless the parties agree otherwise in writing. If Seller accepts a bona fide written offer from a  
 34 third party prior to Buyer's delivery of notice of acceptance of an offer on the sale of Buyer's property, Seller shall give Buyer  
 35 written notice of that fact. Within three (3) days of receipt of the notice, Buyer will waive the contingency of the sale and  
 36 closing of Buyer's other property, or this Agreement will terminate without further notice. In order to be effective, the waiver  
 37 of contingency must be accompanied by reasonable evidence that funds needed to close escrow will be available and Buyer's  
 38 ability to obtain financing is not contingent upon the sale and/or close of any other property.

39 4. FIXTURES AND PERSONAL PROPERTY: The following items will be transferred, free of liens, with the sale of  
 40 the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(B) of this Agreement,  
 41 all items are transferred in an "AS IS" condition.

42 A. All EXISTING fixtures and fittings including, but not limited to: electrical, mechanical, lighting, plumbing  
 43 and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power system(s), built-in appliance(s),  
 44 window and door screens, awnings, shutters, window coverings, attached floor covering(s), television antenna(s),  
 45 satellite dish(s), private integrated telephone systems, air coolers/conditioner(s), pool/spa equipment, garage door  
 46 opener(s)/remote control(s), mailbox, in-ground landscaping, trees/shrub(s), water softener(s), water purifiers, security  
 47 systems/alarm(s);

48 B. The following additional items of personal property: AS PER MLS #1230346

49 Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a  
 50 particular paragraph is otherwise modified by addendum or counteroffer.

51 Buyer's Name: CHRISTOPHER BURNS

52 BUYER(S) INITIALS: CB

53 Property Address: 9816 ALMENIA ST.

54 SELLER(S) INITIALS: CB

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58 Page 2 of 11

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## 15. ESCROW:

16. **A. OPENING OF ESCROW:** The purchase of the Property shall be consummated through Escrow  
 17. ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after execution of this Agreement  
 18. ("Opening of Escrow"), at COOPER CASTLE title or escrow company ("Escrow Company") or  
 19. "ESCROW HOLDER") with DEVINSE WAUGH ("Escrow Officer") (or such other escrow officer as  
 20. Escrow Company may assign). Closing of Escrow shall occur upon Escrow Company's receipt of this fully executed  
 21. Agreement and receipt of the EMD (if applicable). ESCROW HOLDER is instructed to notify the Parties (through their  
 22. respective brokers) of the opening date and the Escrow Number.

23. **B. EARNEST MONEY:** Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of  
 24. this Agreement, shall be deposited per the Earnest Money Receipt Notice and Instructions contained herein.

25. **C. CLOSE OF ESCROW:** Close of Escrow ("COE") shall be on (date) 30 DAYS UPON BANK ACCEPTANCE.  
 26. If the designated date falls on a weekend or holiday, COE shall be the next business day.

27. **D. IRS DISCLOSURE:** Seller is hereby made aware that there is a regulation which becomes effective January  
 28. 1, 1987, that requires all ESCROW HOLDERs to complete a modified 1099 form, based upon specific information known  
 29. only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is  
 30. required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by  
 31. federal law.

32. **E. FIRPTA:** If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and  
 33. deliver to ESCROW HOLDER a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the  
 34. Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign  
 35. corporation not treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a  
 36. foreign person under FIRPTA. Additional information for determining status may be found at [www.irs.gov](http://www.irs.gov). Buyer and Seller  
 37. understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW  
 38. HOLDER in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW  
 39. HOLDER the necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is required. (See  
 40. 26 USC Section 1445).

41. **F. TITLE INSURANCE:** Upon COE, Buyer will be provided with the following type of title insurance policy:  
 42.  CLTA;  ALTA-Residential; OR-  ALTA-Extended (including a survey, if required).

43. **G. PRORATIONS, FEES AND EXPENSES (Check appropriate box):**44. **A. TITLE AND ESCROW FEES:**

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	NA
Escrow Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lender's Title Policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Owner's Title Policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Real Property Transfer Tax	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

45. **B. PRORATIONS:**

TYPE	PAID BY SELLER	PRORATE	NA
CIC (Common Interest Community) Assessments	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
CIC Periodic Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SDDs / LIDs / Bonds / Assessments	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sewer Use Taxes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Trash Service Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Real Property Taxes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

53. All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures  
 54. available at closing. Any supplements or adjustments that occur after COE will be handled by the parties outside of Escrow.

55. Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a  
 56. particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: CHRISTOPHER BURNS

BUYER(S) INITIALS: CB

Property Address: 9816 ALMENIA ST.

SELLER(S) INITIALS: gbs

Rev. 12/11

Page 3 of 11  
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**C. INSPECTIONS AND RELATED EXPENSES** (See also Section 12): Acceptance of this offer is subject to the following reserved right. Buyer may have the Property inspected and select the licensed contractor, certified building inspectors and/or other qualified professionals who will inspect the Property. Seller will ensure that necessary utilities (gas, power and water) are turned on and supplied to the Property within two (2) business days after execution of this Agreement, to remain on until COB. (It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections.)

TYPE	PAID BY SELLER	PAID BY BUYER	SP/60	WAIVED	N/A
Appraisal	<input type="checkbox"/>				
CIC Capital Contribution	<input type="checkbox"/>				
CIC Transfer Fees	<input type="checkbox"/>				
CLUB Report ordered by Seller	<input type="checkbox"/>				
Energy Audit	<input type="checkbox"/>				
Fugitive Contaminant Inspection	<input type="checkbox"/>				
Home Inspection	<input type="checkbox"/>				
Mechanical Inspection	<input type="checkbox"/>				
Oil Tank Inspection	<input type="checkbox"/>				
Pool/Spa Inspection	<input type="checkbox"/>				
Roof Inspection	<input type="checkbox"/>				
Septic Inspection (requires pumping)	<input type="checkbox"/>				
Septic Lid Removal	<input type="checkbox"/>				
Septic Pumping	<input type="checkbox"/>				
Soils Inspection	<input type="checkbox"/>				
Structural Inspection	<input type="checkbox"/>				
Survey (type)	<input type="checkbox"/>				
Termite/Pest Inspection	<input type="checkbox"/>				
Well Inspection (Quantity)	<input type="checkbox"/>				
Well Inspection (Quality)	<input type="checkbox"/>				
Wood-Burning Device/Chimney Inspection (Includes cleaning)	<input type="checkbox"/>				
Other:	<input type="checkbox"/>				
Re-inspections	<input type="checkbox"/>				

31  
32 If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is  
33 deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have  
34 reasonably identified had it been conducted, except as otherwise provided by law. The foregoing expenses for inspections will  
35 be paid outside of Escrow unless the Parties present instructions to the contrary prior to COB (along with the applicable  
36 [amount]).

**D. CERTIFICATIONS:** Notwithstanding the elections below, in the event an inspection reveals problems with any of the foregoing, Buyer reserves the right to require a certification.

40	TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED
41	Pengal Contaminant	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
42	Roof	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
43	Septic	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
44	Well	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
45	Wood-Burning Device/Chimney Certification	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
46	Other:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
47					

48 The foregoing expenses for certifications will be paid outside of Escrow unless the Parties present instructions to the contrary.  
49  
50 refer to COR (alone with the applicable invoice). A certification is not a warranty.

**E. SELLER'S ADDITIONAL COSTS AND LIMIT OF LIABILITY:** Seller agrees to pay a maximum amount of \$ 0 to correct defects and/or requirements disclosed by inspection reports, appraisals, and/or certifications. It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves the right to request additional repairs, which may exceed the above-stated amount, based upon the Seller's Real Property

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: CHRISTOPHER BURNS

BUYER(S) INITIALS:

Property Address: 8816 ALMENIA ST.  
Date 12/11 02/11

SELLER(S) INITIALS

1 Disclosure or items which materially effect value or use of the Property revealed by an inspection, certification or appraisal.  
 2 Items of a general maintenance or cosmetic nature which do not materially effect value or use of the Property, which existed at  
 3 the time of Acceptance and which are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as  
 4 otherwise provided in this section. The Brokers herein have no responsibility to assist in the payment of any repair, correction  
 5 or deferred maintenance on the Property which may have been revealed by the above inspections, agreed upon by the Buyer  
 6 and Seller or requested by one party.

7 **E. LENDER AND CLOSING FEES:** In addition to Seller's expenses above, Seller will contribute  
 8 \$ 7200 to Buyer's Lender's Fees and/or Buyer's Title and Escrow Fees  including -OR-  excluding  
 9 costs which Seller must pay pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have  
 10 different appraisal and financing requirements, which will affect the parties' rights and costs under this Agreement.

11 **F. HOME PROTECTION PLAN:** Buyer and Seller acknowledge that they have been made aware of Home  
 12 Protection Plans that provide coverage to Buyer after COB. Buyer  waives -OR-  requires a Home Protection Plan with  
 13 X/4.  Seller -OR-  Buyer will pay for the Home Protection Plan at a price not to exceed \$ 0. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make  
 14 any representation as to the extent of coverage or deductibles of such plans. ESCROW HOLDER is not responsible for  
 15 ordering the Home Protection Plan.

16 **G. TRANSFER OF TITLE:** Upon COB, Buyer shall tender to Seller the agreed upon Purchase Price, and Seller shall  
 17 tender to Buyer marketable title to the Property free of all encumbrances other than (1) current real property taxes,  
 18 (2) covenants, conditions and restrictions (CC&R's) and related restrictions, (3) zoning or master plan restrictions and public  
 19 utility easements; and (4) obligations assumed and encumbrances accepted by Buyer prior to COB. Buyer is advised the  
 20 Property may be reassessed after COB which may result in a real property tax increase or decrease.

21 **H. COMMON-INTEREST COMMUNITIES:** If the Property is subject to a Common Interest Community ("CIC"),  
 22 Seller or his authorized agent shall request the CIC documents and certificates listed in NRS 116.4109 (collectively, the "resale  
 23 package") within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of Seller's  
 24 receipt thereof. Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the  
 25 date of receipt of the resale package. If Buyer does not receive the resale package within fifteen (15) calendar days of  
 26 Acceptance, this Agreement may be cancelled in full by Buyer without penalty. If Buyer elects to cancel this Agreement  
 27 pursuant to this section, he must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Seller or his  
 28 authorized agent identified in the Confirmation of Representation at the end of this Agreement. Upon such written cancellation,  
 29 Buyer shall promptly receive a refund of the EMD. The parties agree to execute any documents requested by ESCROW  
 30 HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package  
 31 will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COB.

32 **I. DISCLOSURES:** Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the  
 33 following Disclosures and/or documents (each of which is incorporated herein by this reference). Check applicable boxes.  
 34  Construction Defect Claims Disclosure, if Seller has marked "Yes" to Paragraph 10 of the  
 35 Seller Real Property Disclosure Form (NRS 40.688)  
 36  Energy (Mold) Notice Form (not required by Nevada law)  
 37  Lead-Based Paint Disclosure and Acknowledgment, required if constructed before 1978 (24 CFR 745.113)  
 38  Pest Notice Form (not required by Nevada law)  
 39  Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer  
 40  Open Range Disclosure (NRS 113.063)  
 41  Seller Real Property Disclosure Form (NRS 113.130)  
 42  Other (list) SHORT SALE ADDENDUM

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 51 Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a  
 52 particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: CHRISTOPHER BURNS

BUYER(S) INITIALS: CB

Property Address: 9816 ALMENIA ST.

SELLER(S) INITIALS: CB

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Page 8 of 11

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## 1 11. ADDITIONAL DISCLOSURES:

2 A. LICENSEE DISCLOSURE OF INTEREST (BUYER): Pursuant to NRS 645.252(1)(c), a real estate  
 3 licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction.  
 4 N/A Is a licensed real estate agent in the State(s) of N/A, and has  
 5 the following interest, direct or indirect, in this transaction:  Principal (Buyer) -OR-  family or firm relationship with Buyer  
 6 or ownership interest in Buyer (if Buyer is an entity): (specify relationship) N/A

7 B. In addition, for NEW CONSTRUCTION, to the extent applicable, Seller will provide: Public Offering  
 8 Statement (NRS 116.4108); Electric Transmission Lines (NRS 119.1835); Public Services and Utilities (NRS 119.183); Initial  
 9 Purchaser Disclosure (NRS 113); Construction Recovery Fund (NRS 624); Gaming Corridors (NRS 113.070); Water/Sewage  
 10 (NRS 113.060); Impact Fees (NRS 278B.320); Surrounding Zoning Disclosure (NRS 113.070); FTC Insulation Disclosure (NRS  
 11 113.060); and Other: N/A

12 C. AIRPORT NOISE: Buyer hereby acknowledges the proximity of various overflight patterns, airports  
 13 (commercial, international, military and/or private) and helipads. Buyer also fully understands that existing and future noise  
 14 levels at this location, associated with existing and future airport operations, may affect the livability, value and suitability of  
 15 the Property for residential use. Buyer also understands that these airports have been at their present location for many years,  
 16 and that future demand and airport operations may increase significantly. For further information, contact your local  
 17 department of aviation or the Federal Aviation Administration.

18 D. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES: All properties are offered without  
 19 regard to race, color, religion, sex, national origin, ancestry, handicap or familial status and any other current requirements of  
 20 federal or state fair housing law.

## 21 12. BUYER'S DUE DILIGENCE:

22 A. DUE DILIGENCE PERIOD: Buyer shall have 10 calendar days from Acceptance to complete Buyer's  
 23 Due Diligence. Buyer shall ensure that all inspections and certifications are initiated in a timely manner as to complete the Due  
 24 Diligence in the time outlined herein. (If utilities are not supplied by the deadline referenced herein or if the disclosures are not  
 25 delivered to Buyer by the deadline referenced herein, then Buyer's Due Diligence Period will be extended by the same number  
 26 of calendar days that Seller delayed supplying the utilities or delivering the disclosures, whichever is longer.) During this  
 27 period Buyer shall have the exclusive right at Buyer's discretion to cancel this Agreement. In the event of such cancellation,  
 28 unless otherwise agreed herein, the EMD will be refunded to Buyer. If Buyer provides Seller with notices of objection, the  
 29 Due Diligence Period will be extended by the same number of calendar days that it takes Seller to respond in writing to  
 30 Buyer's objections. If Buyer fails to cancel this Agreement within the Due Diligence Period (as it may be extended), Buyer will  
 31 be deemed to have waived the right to cancel under this section.

32 B. PROPERTY INSPECTION/CONDITION: During the Due Diligence Period, Buyer shall take such  
 33 action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer (including, but not limited to,  
 34 whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise  
 35 affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or  
 36 hazards, whether the Property is properly zoned, located to freeways, railroads, places of worship, schools, etc.) or any other  
 37 concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to have non-destructive  
 38 inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic, septic tanks,  
 39 survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified  
 40 professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to  
 41 indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request  
 42 while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any  
 43 injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence  
 44 or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with  
 45 appropriate professionals regarding neighborhood or Property conditions, including but not limited to schools; proximity and  
 46 adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection;  
 47 other governmental services; existing and proposed transportation; construction and development; noise or odor from any  
 48 source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection report,  
 49 Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone  
 50 number of the inspector.

51 Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a  
 52 particular paragraph is otherwise modified by addendum or counteroffer.

53 Buyer's Name: CHRISTOPHER BURNS

54 BUYER(S) INITIALS: CB / MB

55 Property Address: 9816 ALMENIA ST.

56 SELLER(S) INITIALS: CB / MB

57 Rev. 12/11

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60 Page 6 of 11

61 Unlisted

**C. PRELIMINARY TITLE REPORT:** Within ten (10) business days of Opening of Escrow, Title Company shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5) business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such exception removed or to correct each such other matter as aforesaid, Buyer shall have the option to: (a) terminate this Agreement by providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title to the Property as is. All title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted Exceptions."

10  
11 13. WALK-THROUGH INSPECTION OF PROPERTY: Buyer is entitled under this Agreement to a walk-through of  
12 the Property within 2 calendar days prior to COB to ensure the Property and all major systems, appliances,  
13 heating/cooling, plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure  
14 Statement, and that the Property and Improvements are in the same general condition as when this Agreement was signed by  
15 Seller and Buyer. To facilitate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on. If any  
16 systems cannot be checked by Buyer on walk-through due to non-access or no power/gas/water, then Buyer reserves the right  
17 to hold Seller responsible for defects which could not be detected on walk-through because of lack of such access or  
18 power/gas/water. The purpose of the walk-through is to confirm (a) the Property is being maintained (b) repairs, if any, have  
19 been completed as agreed, and (c) Seller has complied with Seller's other obligations. If Buyer elects not to conduct a walk-  
20 through inspection prior to COE, then all systems, items and aspects of the Property are deemed satisfactory, and Buyer  
21 releases Seller's liability for costs of any repair that would have reasonably been identified by a walk-through inspection,  
22 except as otherwise provided by law.

14. **DELIVERY OF POSSESSION:** Seller shall deliver the Property along with any keys, alarm codes, garage door  
opener/controls and, if freely transferable, parking permit and gate transponders outside of Bronx, upon COB. Seller agrees  
to vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than  
COB -10-13. In the event Seller does not vacate the Property by this time, Seller shall be  
considered a trespasser and shall be liable to Buyer for the sum of \$ 9.00 per calendar day in addition to  
Buyer's legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be  
considered abandoned by Seller.

31  
32 16. **RISK OF LOSS:** Risk of loss shall be governed by NRS 113.040. This Law provides generally that if all or any  
33 material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and  
34 Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift  
35 to Buyer.

36  
37 16. ASSIGNMENT OF THIS AGREEMENT: Unless otherwise stated herein, this Agreement is non-assignable by  
38 Buyer.

39  
40 57. CANCELLATION OF AGREEMENT: In the event this Agreement is properly cancelled in accordance with the  
41 terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any  
42 expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction  
43 (unless otherwise provided herein).

44

45 18. **DEFAULT:**  
46  
47     A. **Mediation:** Before any legal action is taken to enforce any term or condition under this Agreement, the  
48     parties agree to engage in mediation, a dispute resolution process, through GLVAR. Notwithstanding the foregoing,  
49     in the event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply.

**B. IF SELLER DEFAULTS:** If Seller defaults in performance under this Agreement, Buyer reserves all legal and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual damages incurred by Buyer due to Seller's default.

56 Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Customer Name: CHRISTOPHER BURNS

BUYER(S) INITIALS:

Resident Address: 9816 ALMENIA ST.

SELLER(S) INITIALS

1 C. **IF BUYER DEFAULTS:** If Buyer defaults in performance under this Agreement, Seller shall have one of the  
 2 following legal resources against Buyer (initial one only):

3 **1(B) [ ]** As Seller's sole legal recourse, Seller may retain, as liquidated damages, the EMD. In this  
 4 respect, the Parties agree that Seller's actual damages would be difficult to measure and that the EMD is in fact a  
 5 reasonable estimate of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any  
 6 additional deposit not considered part of the EMD in Section 1(B) herein will be immediately released by ESCROW  
 7 HOLDER to Buyer.

8 **-OR-**

9 **[ ]** Seller shall have the right to recover from Buyer all of Seller's actual damages that Seller may  
 10 suffer as a result of Buyer's default including, but not limited to, commissions due, expenses incurred until the  
 11 Property is sold to a third party and the difference in the sales price.

12 **Instructions to Escrow**

13 19. **ESCROW:** If this Agreement or any matter relating thereto shall become the subject of any litigation or controversy,  
 14 Buyer and Seller agree, jointly and severally, to hold ESCROW HOLDER free and harmless from any loss or expense, except  
 15 losses or expenses as may arise from ESCROW HOLDER'S negligence or willful misconduct. If conflicting demands are  
 16 made or notices served upon ESCROW HOLDER with respect to this Agreement, the parties expressly agree that Escrow is  
 17 entitled to file a suit in interpleader and obtain an order from the Court authorizing ESCROW HOLDER to deposit all such  
 18 documents and monies with the Court, and obtain an order from the Court requiring the parties to interplead and litigate their  
 19 several claims and rights among themselves. Upon the entry of an order authorizing such interpleader, ESCROW HOLDER  
 20 shall be fully released and discharged from any obligations imposed upon it by this Agreement; and ESCROW HOLDER shall  
 21 not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor  
 22 as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with  
 23 any of the provisions of any agreement, contract or other instrument filed with ESCROW HOLDER or referred to herein.  
 24 ESCROW HOLDER'S duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents  
 25 received by it as ESCROW HOLDER, and for their disposition in accordance with the terms of this Agreement. In the event  
 26 an action is instituted in connection with this escrow, in which ESCROW HOLDER is named as a party or is otherwise  
 27 compelled to make an appearance, all costs, expenses, attorney fees, and judgments ESCROW HOLDER may incur or incur  
 28 in said action, shall be the responsibility of the parties hereto.

29 20. **UNCLAIMED FUNDS:** In the event that funds from this transaction remain in an account, held by ESCROW  
 30 HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada  
 31 Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge  
 32 shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation.  
 33 ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the  
 34 funds are held by ESCROW HOLDER.

35 **Brokers**

36 21. **Broker Fees:** Buyer hereto requires, and Seller agrees, as a condition of this Agreement, that Seller will pay  
 37 Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum  
 38 and/or percentage of the Purchase Price (commission), that Seller, or Seller's Broker, offered for the procurement of ready,  
 39 willing and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and  
 40 agrees that if Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue  
 41 all legal recourse against Seller for any commission due. In addition to any amount due to Buyer's Broker from Seller or  
 42 Seller's Broker, Buyer  will-OR-  will not pay Buyer's Broker additional compensation in an amount determined  
 43 between the Buyer and Buyer's Broker.

44 22. **WAIVER OF CLAIMS:** Buyer and Seller agree that they are not relying upon any representations made by Brokers  
 45 or Broker's agent. Buyer acknowledges that at COB, the Property will be sold AS-IS, WHERE-IS without any representations  
 46 or warranties, unless expressly stated herein. Buyer agrees to satisfy himself, as to the condition of the Property, prior to COB.  
 47 Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a  
 48 particular paragraph is otherwise modified by addendum or counteroffer.

49 Buyer's Name: CHRISTOPHER BURNS BUYER(S) INITIALS: CB

50 Property Address: 9816 ALMENIA ST.

51 Rev. 12/11

SELLER(S) INITIALS: JP

Page 8 of 11

Unfiled

1 Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to  
 2 make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims  
 3 against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c)  
 4 environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's  
 5 proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to  
 6 Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to  
 7 conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is  
 8 limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.  
 9

## Other Matters

10 23. **DEFINITIONS:** "Acceptance" means the date that both parties have consented to and received a final, binding  
 11 contract by affixing their signatures to this Agreement and all counteroffers. "Agent" means a licensee working under a Broker  
 12 or licensees working under a developer. "Agreement" includes this document as well as all accepted counteroffers and  
 13 addenda. "Buyer's File" means jointly, "Buyer" means one or more individuals or the entity that intends to purchase the  
 14 Property. "Broker" means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real  
 15 estate agents associated therewith). "Business Day" excludes Saturdays, Sundays, and legal holidays. "Calendar Day" means  
 16 a calendar day from/to midnight unless otherwise specified. "CFR" means the Code of Federal Regulations. "CIC" means  
 17 a calendar day from/to midnight unless otherwise specified. "CIC" means the Code of Federal Regulations. "CIC" means  
 18 Common Interest Community (formerly known as "HOA" or homeowners associations). "CIC Capital Contribution" means  
 19 a one-time non-administrative fee, cost or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees"  
 20 means the administrative service fee charged by a CIC to transfer ownership records. "CLUE" means Comprehensive Loss  
 21 Underwriting Exchange. "Close of Escrow (COE)" means the time of recordation of the deed in Buyer's name. "Default"  
 22 means the failure of a Party to observe or perform any of its material obligations under this Agreement. "Delivered" means  
 23 personally delivered to Parties or respective Agents, transmitted by facsimile machine, electronic means, overnight delivery, or  
 24 mailed by regular mail. "Down Payment" is the Purchase Price less loan amount(s). "EMD" means Buyer's earnest money  
 25 deposit. "Escrow Holder" means the neutral party that will handle the escrow. "FHA" is the U.S. Federal Housing  
 26 Administration. "GLVAR" means the Greater Las Vegas Association of REALTORS®. "Good Funds" means an acceptable  
 27 form of payment determined by ESCROW HOLDER in accordance with NRS 643A.171. "IRC" means the Internal Revenue  
 28 Code (tax code). "LID" means Limited Improvement District. "N/A" means not applicable. "NAC" means Nevada  
 29 Administrative Code. "NRS" means Nevada Revised Statute as Amended. "Party" or "Parties" means Buyer and Seller.  
 30 "PTI" means principal, interest, taxes, and hazard insurance. "PMI" means private mortgage insurance. "PST" means  
 31 Pacific Standard Time, and includes daylight savings time if in effect on the date specified. "PTR" means Preliminary Title  
 32 Report. "Property" means the real property and any personal property included in the sale as provided herein. "Receipt"  
 33 means delivery to the party or the party's agent. "Seller" means one or more individuals or the entity that is the owner of the  
 34 Property. "SID" means Special Improvement District. "Title Company" means the company that will provide title insurance.  
 35 "USC" is the United States Code. "VA" is the Veterans Administration.

## 36 24. SIGNATURES, DELIVERY, AND NOTICES:

37 A. This Agreement may be signed by the parties on more than one copy, which, when taken together, each  
 38 signed copy shall be read as one complete form. This Agreement (and documents related to any resulting transaction) may be  
 39 signed by the parties manually or digitally. Facsimile signatures may be accepted as original.

40 B. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for  
 41 Seller or Buyer if represented.

42 C. Except as otherwise provided in Section 9, when a Party wishes to provide notice as required in this  
 43 Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by email to the  
 44 Agent for that Party. The notification shall be effective when postmarked, received, filed, delivery confirmed, and/or read  
 45 receipt confirmed in the case of email. Any cancellation notice shall be contemporaneously faxed to Escrow.

46 25. **IRC 1031 EXCHANGE:** Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party  
 47 electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost  
 48 to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.

49 Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a  
 50 particular paragraph is otherwise modified by addendum or counteroffer.

51 Buyer's Name: CHRISTOPHER BURNS

52 BUYER(S) INITIALS: CB

53 Property Address: 9816 ALMENIA ST.

54 SELLER(S) INITIALS: CB

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58 Page 9 of 11  
 59 Validated

1 26. OTHER ESSENTIAL TERMS: Time is of the essence. No change, modification or amendment of this Agreement  
 2 shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This  
 3 Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and  
 4 intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties  
 5 agree that the county and state in which the Property is located is the appropriate forum for any action relating to this  
 6 Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of  
 7 any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing  
 8 party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys fees and costs incurred by  
 9 such prevailing party.

10  
 11 **THIS IS A LEGALLY BINDING CONTRACT.** All parties are advised to seek independent legal and tax advice to review  
 12 the terms of this Agreement.

13  
 14 **NO REAL ESTATE BROKER/AGENT MAY SIGN FOR A PARTY TO THIS AGREEMENT UNLESS THE  
 15 BROKER OR AGENT HAS A PROPERLY EXECUTED POWER OF ATTORNEY TO DO SO.**

16  
 17 **THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®.** NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY  
 18 PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO  
 19 ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN  
 20 APPROPRIATE PROFESSIONAL.

21  
 22 This form is available for use by the real estate industry. It is not intended to identify the user as a REALTOR®.  
 23 REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL  
 24 ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

25  
 26 **27. ADDENDUM(S) ATTACHED:**  
 28 \_\_\_\_\_  
 29 \_\_\_\_\_

30 **28. ADDITIONAL TERMS: IN THE EVENT THAT THE SHORT SALE IS NOT APPROVED BY THE BA  
 31 BUYER'S EARNEST MONEY TO BE REFUNDED IN FULL:**  
 32 \_\_\_\_\_  
 33 \_\_\_\_\_  
 34 \_\_\_\_\_  
 35 \_\_\_\_\_  
 36 \_\_\_\_\_  
 37 \_\_\_\_\_  
 38 \_\_\_\_\_  
 39 \_\_\_\_\_

**Earneat Money Receipt**

40  
 41 **BUYER'S AGENT ACKNOWLEDGES RECEIPT FROM BUYER HEREIN of the sum of \$ 2000  
 42 evidenced by  Cash,  Cashier's Check,  Personal Check, or  Other \_\_\_\_\_  
 43 payable to **TITLE COMPANY** \_\_\_\_\_ Upon Acceptance, Earnest Money to be deposited within ONE (1) business  
 44 day, with  Escrow Holder,  Buyer's Broker's Trust Account, - OR -  Seller's Broker's Trust Account.**

45  
 46 Date: 3/7/12 Signed:  Buyer's Agent: CHRISTOPHER BURNS

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a  
 particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: CHRISTOPHER BURNS

BUYER(S) INITIALS: CB

Property Address: 9816 ALMENIA ST.

SELLER(S) INITIALS: JK

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Page 10 of 11  
 United

**Buyer's Acknowledgement of Offer**

4  
5 **CHRISTOPHER BURNS**  
6 Buyer's Printed Name  
Buyer's Signature 3/4/2012 3:00 AM (EDT)  
Date Time

7  
8  
9 **Buyer's Signature** **Buyer's Printed Name** **Date** **Time** **AM** **PM**

10 Seller must respond by: 5  AM  PM on (month) 07, (day) 10, (year) 12. Unless this  
11 Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and  
12 time, this offer shall lapse and be of no further force and effect.

14  
15 Confirmation of Representation: The Buyer is represented in this transaction by:

16  
17 Buyer's Broker: CHERYL SMITH Agent's Name: ERNESTO AHUMADA  
18 Company Name: REALTY ONE GROUP Agent's Public ID: 214707  
19 Phone: 702-528-4126 Office Address: 10750 W. CHARLESTON BLVD.  
20 Email: ERNESTO@LVTEAMREALTY.COM City, State, Zip: LAS VEGAS, NV 89135  
21-1-22 528-4126

### **Seller's Response**

26  COUNTER OFFER: Soifer accepts the terms of this Agreement subject to the attached Counter Offer #1.

27  **REJECTION:** In accordance with NAC 648.032, Seller hereby informs Buyer the offer presented is not acceptable.

28 **EUPPA DECLARATION:** Pursuant to Section 5.13, herein, Seller declares that he/she  
29

30  Is not -OR-  
31  Is a foreign person therefore subjecting this transaction to FIRPTA withholding.

Abdel Asehour 3/13/12 1:15 AM  PM  
Seller's Printed Name Date Time

35 Seller's Signature *Mark Aszkenasy* 36  
37 Seller's Printed Name *Mark Aszkenasy* 38 Date *3/13/12* 1:05 PM  
39 Time  AM  PM

39 Seller's Signature: *[Signature]* **Buyer's Printed Name:** *[Name]* **Date:** *[Date]*  
40  
41 **Confirmation of Representations:** The Seller is represented in this transaction by:  
42 **EMAIL ADDRESS:** *[Email Address]*

43 Seller's Broker: CANDACE DOYLE Agent's Name: DALE SNYDER  
44 Company Name: KELLER WILLIAMS REALTY Office Address: 3000 S. DURANGO DR.  
45 Phone: 702-920-6205 City, State, Zip: LAS VEGAS, NV  
46 Email: TRANSACTIONCOORDINATOR@DALESNYDER.COM Fax: 702-476-1733

47  
48 **LICENSEE DISCLOSURE OF INTEREST (SELLER):** Pursuant to NRS 645.252(D)(c), a real estate licensee must  
49 disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. **N/A**  
50 **N/A** is a licensed real estate agent in the State(s) of **N/A**, and has the following interest:

50 **N/A** is a licensed real estate agent in the state of **CA** and  
51 direct or indirect, in this transaction:  Principal -OR-  family or firm relationship with Seller or ownership interest  
52 to Seller (if Seller is an entity) (specify relationship): **N/A**

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: John & Linda Property Address: 9616 ALMENIA ST. SELLER(S) INITIALS: JL  
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**SHORT SALE ADDENDUM  
TO PURCHASE AGREEMENT**  
(and Joint Escrow Instructions)



1 In reference to the Purchase Agreement executed by CHRISTOPHER BURNS as Buyer(s) and  
 2 ABDEL & MONA ABRAHOURI as Seller(s), dated 2/20/12 covering the real property at  
 3 6010 ALMENIA ST, LAS VEGAS, NV 89120, the  Buyer  Seller hereby proposes that the  
 4 Purchase Agreement be amended as follows:

5  
 6 1. **Contingent on Existing Lender Approval.** Buyer and Seller acknowledge that the Purchase  
 7 Price is less than the amount of Seller's existing loan(s) against the Property due and owing to one or  
 8 more lender(s) and/or Heirholder(s) (collectively, "Lender"). Such a transaction is called a "short sale."  
 9 Therefore, the Purchase Agreement is contingent upon Seller and/or Seller's Agent obtaining approval  
 10 from Lender ("Lender Approval") to accept an amount less than what is owed on the Property to release  
 11 Lender's lien on the Property (subject to parties' approval; see Section 3 below). **SELLER  
 12 UNDERSTANDS AND ACKNOWLEDGES THAT LENDER APPROVAL MAY BE  
 13 CONDITIONED UPON ANY OR ALL OF THE FOLLOWING: (A) MAKING A CASH  
 14 PAYMENT; (B) SIGNING A NEW PROMISSORY NOTE; (C) CONTINUING TO OWE THE  
 15 LENDER THE UNPAID PORTION OF THE LOAN(S); AND (D) OTHER REQUIREMENTS  
 16 MADE BY LENDER.** Seller shall reasonably cooperate with Lender in the short sale process by  
 17 providing such documentation as may be required by Lender. **BUYER AND SELLER  
 18 UNDERSTAND THAT LENDER APPROVAL MAY TAKE SEVERAL MONTHS TO OBTAIN,  
 19 AND NEITHER THE SELLER, THE ESCROW HOLDER NOR THE BROKERS CAN  
 20 GUARANTEE THE TIMELINESS OF LENDER'S REVIEW, APPROVAL OR REJECTION.**

21 Buyer Initials (W.B.) Seller Initials (J.S.)

22  
 23 2. **Notice of Lender Approval.** Seller agrees to provide Buyer with written notice of Lender  
 24 Approval within two (2) business days of Seller's receipt of the approval. Seller may use the "Lender  
 25 Short Sale Approval Addendum" to facilitate this notice. (For clarification, this is not intended to  
 26 encompass or delay transmission of any subsequent Lender Approval which may be issued to grant an  
 27 extension at the end of the transaction pursuant to Section 5 herein.)

28  
 29 3. **No Guarantee of Lender Approval.** Buyer and Seller understand that no Lender is required or  
 30 obligated to accept a short sale, and that Lender Approval may be revoked at any time prior to COE. In  
 31 addition, the Parties understand that Lender may require that in exchange for approval some terms of the  
 32 Purchase Agreement be amended. Neither Buyer nor Seller is obligated to agree to any of Lender's  
 33 proposed terms; either Party may, in its sole discretion, reject the amended terms required by Lender. In  
 34 such event, the Purchase Agreement shall be void and the Parties agree to execute cancellation  
 35 instructions with ESCROW HOLDER and return EMD to Buyer. **NEITHER THE BUYER, THE  
 36 SELLER, THE ESCROW HOLDER NOR THE BROKERS IN THIS TRANSACTION HAVE  
 37 ANY CONTROL OVER LENDER APPROVAL, OR ANY ACT, OMISSION OR DECISION BY  
 38 ANY LENDER IN THE SHORT SALE PROCESS.**

39  
 40 4. **Time Periods.** Opening escrow and depositing earnest money shall occur as stated in the  
 41 Purchase Agreement. The time periods specified in the Purchase Agreement for due diligence,  
 42 disclosures, inspections and other contingencies shall begin (check one):

43  as stated in the Purchase Agreement;  
 44  one (1) calendar day after the Parties' mutual written approval of the Lender Approval; —OR—  
 45  Other

Buyer Initials: (W.B.) Seller Initials: (J.S.)  
 Short Sale Addendum to Purchase Agreement Rev. 8/10 © 2010 Greater Las Vegas Association of REALTORS®  
 Realty ONE Group, Inc. 1000 S Flamingo Rd, Ste 3400, Henderson, NV 89014 Member #0198-7875 For GMAR10-008  
 Toll-Free: 800-345-1000 Produced by ZipForm by eSign, 15070 Moon Lake Road, Folsom, California 95830 [www.zipform.com](http://www.zipform.com)

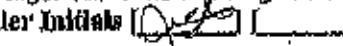
1   5. **Close of Escrow.** Buyer and Seller understand that Lender Approval will include an expiration  
 2 date by which Close of Escrow ("COB") must occur. A typical Lender Approval is valid for 30 days.  
 3 The Parties agree to use best efforts to meet the Lender's COB deadline and understand that any  
 4 extension(s) must be by mutual written agreement and Lender's consent. Buyer understands that Lender  
 5 may impose additional requirements, such as per diem funds to be paid by Buyer, as additional  
 6 consideration for any extension(s).

7   6. **Other Offers.** Buyer and Seller acknowledge that the Seller's Agent is required by the Multiple  
 8 Listing Service to place the property in "Contingent" status after the Purchase Agreement is executed,  
 9 while the transaction is subject to Lender Approval. The Parties understand that additional offers may be  
 10 received by the Seller's Agent, which must be presented to the Seller pursuant to Nevada law. Seller  
 11 may choose to accept such subsequent offers as back-up offers.

12   7. **Buyer's Right to Cancel.** Buyer may cancel the Purchase Agreement for any reason and without  
 13 penalty any time after  45  60  90  \_\_\_\_\_ days from Acceptance if Lender Approval has not  
 14 been received. Upon Buyer's cancellation, Seller agrees to execute cancellation instructions with  
 15 ESCROW HOLDER and return EMD to Buyer.

16   8. **Foreclosure.** Seller warrants that, at the time of the Purchase Agreement, a Notice of Default  
 17 and Election to Sell  has not -OR-  has (date: \_\_\_\_\_) been recorded against the  
 18 Property. (Information regarding the foreclosure status of a property is available from the County  
 19 Recorder where the Property is located.) The Parties understand that the recording of a Notice of Default  
 20 begins a statutory foreclosure period, which lasts a minimum of three (3) months and twenty (20) days.  
 21 At the end of the foreclosure period, the Property typically will be sold at a Trustee's Sale (foreclosure  
 22 sale) and Seller will lose all rights and interest in the Property. Buyer and Seller understand that if COB  
 23 does not occur before a foreclosure sale of the Property, the Purchase Agreement shall be void and  
 24 escrow shall be cancelled. In such event, ESCROW HOLDER is instructed to return EMD to Buyer  
 25 without any further instruction from the Parties. The Parties agree to forever release and relieve  
 26 ESCROW HOLDER from any and all responsibility, liability, costs and/or litigation for the return of the  
 27 EMD under these conditions.

28   9. **Tax Consequences and Advice.** A SHORT SALE MAY HAVE SERIOUS AND ADVERSE  
 29 LEGAL, TAX, CREDIT AND ECONOMIC CONSEQUENCES FOR THE SELLER. Seller agrees  
 30 to seek advice from an attorney, a certified public accountant or other qualified professional regarding  
 31 the legal effect and meaning of a short sale and any Lender Approval.

32 Seller Initials  \_\_\_\_\_

33   10. **Unfulfilled Contingency.** If the Lender rejects the short sale, Seller will promptly notify Buyer  
 34 of the rejection and the Purchase Agreement shall be void due to the unfulfilled contingency and escrow  
 35 shall be cancelled. In such event, ESCROW HOLDER is instructed to return EMD to Buyer without any  
 36 further instruction from the Parties. The Parties agree to forever release and relieve ESCROW HOLDER  
 37 from any and all responsibility, liability, costs and/or litigation for the return of the EMD under these  
 38 conditions.

39   11. **Other Terms and Conditions.** \_\_\_\_\_

40 \_\_\_\_\_

41 \_\_\_\_\_

42 \_\_\_\_\_

43 \_\_\_\_\_

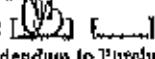
44 \_\_\_\_\_

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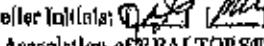
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48 \_\_\_\_\_

 Buyer Initials:  \_\_\_\_\_

Short Sale Addendum to Purchase Agreement Rev. 8/10

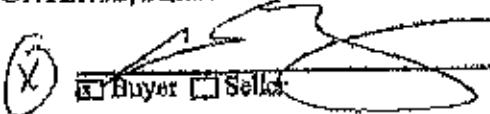
Page 2 of 3

Seller Initials:  \_\_\_\_\_  
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United

1  
2  
3  
4  
5  
6  
7  
8  
9  
10 All other terms of the Purchase Agreement, including all prior counteroffers and addenda not modified  
11 by this Addendum shall remain the same. To the extent that any terms of this Addendum are in conflict  
12 with the Purchase Agreement, this Addendum will control. WHEN PROPERLY COMPLETED,  
13 THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS  
14 CONTENTS, SEEK COMPETENT LEGAL AND TAX COUNSEL BEFORE SIGNING.

15  
16   
17  Buyer  Seller  
18

3/26/12

Date

6:00 pm

Time

20  Buyer  Seller

21 Acceptance:

22   
23  
24  Buyer  Seller  
25

3/15/12

Date

1:17 pm

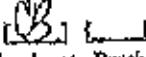
Time

26  
27  Buyer  Seller  
28

29 Prepared by: ERNESTO AHUMADA  
30 Agent's Name  
31

702-328-4126

Phone

 Buyer Initials: 

Short Sale Addendum to Purchase Agreement Rev. 8/10

Page 3 of 3

 Seller Initials: 

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## Conditional LOAN APPROVAL

**03/13/2012**

**Loan Number: 201002845126**

Approval good for 45 days

**Buyer(s):**

Christopher Burns

**Subject property:**

**TBD**

**Conditional Loan Approval:**

30 Year Fixed FHA 3.5 % Down

Purchase Price up to: \$ 240,000

Loan Amount: \$ 231,600

**Prior to Doc conditions:**

- Title dated within 45 days of closing with sufficient coverage matching ISAOA
- HVCC compliant 1004 with pictures
- H/O ins-Loss payee with correct ISAOA, good for 60 days from funding
- Approved closing agent
- Fully executed Purchase contract signed by seller and buyer
- Proper Income Documentation supporting income on 1003
- **Cleared**- Proof of source funds to close
- **Cleared**- Credit Score Minimum requirement met

This is not a commitment to lend. All conditions listed above must be met for qualification.

Erik C. Wirtner  
Branch Manager  
VanDyk Mortgage Corp



## A. Settlement Statement (HUD-1)

B. Type of Loan					
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input checked="" type="checkbox"/> Conv. Unins.	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	6. File Number: 13679NVMON
7. Loan Number: 8. Mortgage Insurance Case Number: 13679NVMON12					
C. Notes: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.					
D. Name and Address of Borrower: Christopher Burns 8816 Almena Street Las Vegas, NV 89178		E. Name and Address of Seller: Abdel Assahouri and Mona Assahouri 8816 Almena Street Las Vegas, NV 89178		F. Name and Address of Lender:	
G. Property Location: 8816 Almena Street Las Vegas, NV 89178 Clark County, Nevada		H. Settlement Agent: The Cooper Castle Law Firm, LLP		I. Settlement Date: (702)435-4176	
J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction			
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller			
101. Contract sales price		401. Contract sales price		240,000.00	
102. Personal property		402. Personal property			
103. Settlement charges to borrower (Line 140)		403.			
104. 105.		404.			
Adjustments for items paid by seller in advance		405. Adjustments for items paid by seller in advance			
106. City/Town taxes		406. City/Town taxes			
107. County taxes		407. County taxes			
108. Assessments		408. Assessments			
109. Sewer		409. Sewer			
110. Trash		410. Trash			
111. HOA Assessment		411. HOA Assessment			
112.		412.			
113.		413.			
120. Gross amount due from Borrower		420. Gross amount due to Seller		240,000.00	
200. Amounts Paid by or on Behalf of Borrower		500. Reductions in Amount Due to Seller			
201. Deposit or earnest money		501. Excess deposit (see instructions)			
202. Principal amount of new loan(s)		502. Settlement charges to seller (Line 1400)		22,454.74	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to			
204.		504. Payoff of first mortgage loan		207,933.26	
205.		505. Payoff of second mortgage loan			
206. Seller Credit towards Buyers Closing Cost		506. Seller Credit towards Buyers Closing Cost		7,200.00	
207.		507. Dep. disbursed as proceeds			
208. Seller Credit for Owners Policy		508. Seller Credit for Owners Policy		1,128.00	
209. Seller Credit for Transfer Tax		509. Seller Credit for Transfer Tax		1,224.00	
Adjustments for items unpaid by seller		510. City/Town taxes			
210. City/Town taxes		511. County taxes			
211. County taxes		512. Assessments			
212. Assessments		513.			
213.		514.			
214.		515.			
215.		516.			
216.		517.			
217.		518.			
218.		519.			
220. Total paid by/for Borrower		520. Total reduction amount due Seller		240,000.00	
300. Cash at Settlement from/to Borrower		600. Cash at Settlement from/to Seller			
301. Gross amount due from Borrower (Line 120)		601. Gross amount due to Seller (Line 420)		240,000.00	
302. Less amount paid by/for Borrower (Line 220)		602. Less reductions due Seller (Line 520)		(-) 240,000.00	
303. CASH TO/FROM BORROWER		603. CASH TO/FROM SELLER			

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges		
700. Total Real Estate Broker Fees	\$16,800.00	
701. Division of commission (line 700) as follows:		
701.1 \$ 8,400.00 to Keller Williams Realty		
702. \$ 8,400.00 to Realty One Group		
703. Commission paid at settlement		
704. Negotiation Commission to Keller Williams Realty		
705. Items Payable in Connection With Loan		
801. Our origination charge (line 801) (from GFE#1)		
802. Your credit or charge (points) for the specific interest rate chosen (from GFE#2)		
803. Your adjusted origination charges (from GFE#3)		
804. Appraisal fee (from GFE#3)		
805. Credit report (from GFE#3)		
806. Tax service (from GFE#3)		
807. Flood certification (from GFE#3)		
808.		
809. Items Required by Lender to be Paid in Advance		
901. Interest from lo to @ \$ 0.00 /day ( days @ %) (from GFE#10)		
902. Mortgage insurance premium for month to (from GFE#3)		
903. Homeowner's insurance for year to (from GFE#11)		
904. Homeowners for year to		
1000. Reserves Deposited with Lender		
1001. Initial deposit for your escrow account (from GFE#3)		
1002. Homeowner's insurance months @ \$ per month		
1003. Mortgage insurance months @ \$ per month		
1004. Property taxes months @ \$ per month		
1005. Flood months @ \$ per month		
1006. Flood months @ \$ per month		
1007. Flood months @ \$ per month		
1100. Title Charges		
1101. Title services and lender's title insurance to The Cooper Castle Law Firm, LLP (from GFE#4)		
1102. Settlement or closing fee to The Cooper Castle Law Firm, LLP (from GFE#5)		697.50
1103. Owner's title insurance to The Cooper Castle Law Firm, LLP (from GFE#5)		
1104. Lender's title insurance		
1105. Lender's title policy limit		
1106. Owner's title policy limit		
1107. Agent's portion of the total title insurance premium to Colorado American Title, LLC		
1108. Underwriter's portion of the total title insurance premium		
1109. Document Preparation Fee to The Cooper Castle Law Firm, LLP		
1110. Sub-Escrow Fee to First American Title Insurance Company		
1111. Endorsement Fee to First American Title Insurance Company		
1112. CounterWire Fee to The Cooper Castle Law Firm, LLP		
1113. Notary		
1114. Short Sale Processing Fee to The Cooper Castle Law Firm, LLP		695.00
1200. Government Recording and Transfer Charges		
1201. Government recording charges to First American Title Insurance (from GFE#7)		
1202. Deed \$ 30.00; Mortgage \$ 75.00; Releases \$		
1203. Transfer taxes to First American Title Insurance Company (from GFE#8)		
1204. County Transfer Tax Deed \$ 1,224.00; Mortgage \$		
1205. State Tax/Stamps Deed \$ ; Mortgage \$		
1300. Additional Settlement Charges		
1301. Required services that you can shop for (from GFE#9)		
1302. Sewer to Clark County Water Reclamation		229.70
1303. Trash to Republic Services of Southern NV		107.80
1304. Real Property Taxes to Clark County Treasurer		728.79
1305. HOA Capital Contribution to Mountain Edge Master		385.00
1306. HOA Transfer to Mountain Edge Master		250.00
1307. Home Warranty		
1308. SID / LID to Clark County Treasurer - SID		623.82
1309. SUB HOA Capital Contribution to Las Colinas HOA		42.00
1310. SUB HOA Transfer to Las Colinas HOA		500.00
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		22,454.74



## COUNTER OFFER

NO. 1

ATTENTION: Ernesto Ahumada COMPANY: Realty One Group  
 (Agent) (Name)

Christopher Burns

The  Offer  Counter Offer made by:  Seller  Buyer \_\_\_\_\_  
 (Name)

to  Buy  Sell the real property commonly known as: 9816 Almanac Street  
Las Vegas, NV 89178  
 dated: February 26, 2012 is not accepted in its present form, but the following Counter Offer  
 is hereby submitted:

1. All items in the purchase contract requesting seller to pay including HOA & CIC fees are submitted to the lien holder to pay. Any fees not paid for by the lien holder will be renegotiated by both parties.
2. property is sold AS IS and no repairs will be made. Buyer still retains the right and is encouraged to have an inspection.
3. Any items left blank by the buyer are to be deemed waived by the buyer.
4. Close of Escrow to be on or before July 13, 2012.

**OTHER TERMS:** All other terms to remain the same as original Residential Purchase Agreement plus terms agreed to in Counter Offer(s) No. 1.

**EXPIRATION:**  Buyer  Seller must respond by: 5:00  AM  PM on (month) March,  
 (day) 15, (year) 2012. Unless this Counter Offer is accepted by execution below  
 and delivered to the  Buyer's  Seller's Broker before the above date and time, this Counter Offer shall  
 lapse and be of no further force and effect.

Date: 23/13/12

Buyer  Seller Abdel Assahouri Signature

Time: 1:17 PM

Buyer  Seller Mona Assahouri Signature

The undersigned  Buyer  Seller hereby:

accepts the Counter Offer;

accepts the terms of this Counter Offer subject to the attached Counter Offer No. \_\_\_\_\_; or  
 rejects the Counter Offer.

Date: 3/14/12

Buyer  Seller Christopher Burns Signature

Time: 9:51 AM

Buyer  Seller Signature

Counter Offer Rev. 5/06

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Keller Williams Realty Las Veg 3090 S Durango Dr Ste 100 Las Vegas, NV 89117  
 Phone: (702)212-2222 Fax: (702)212-2223 Dale Snyder

9816 Almanac

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## RESIDENTIAL PURCHASE AGREEMENT

**(Joint Escrow Instructions and Earnest Money Receipt)**

Entered 2/28/12

4 CHRISTOPHER BURNS ("Buyer"), hereby offers to purchase  
5 9816 ALMENIA ST. ("Property").  
6 within the city or unincorporated area of LAS VEGAS, County of CLARK  
7 State of Nevada, Zip 89178, A.P.N. # 176-28-115-069 for the purchase price of \$ 240,000.  
8 (\$ TWO HUNDRED FORTY THOUSAND dollars) ("Purchase Price") on the terms  
9 and conditions contained herein:  
10 BUYER  does OR  does not intend to occupy the Property as a residence.

**Buyer's Offer**

**13 1. FINANCIAL TERMS & CONDITIONS:**

**14 \$ 2000.00** **A. EARNEST MONEY DEPOSIT ("EMD")** is  presented with this offer -OR-    
 15 **(NOTICE: It is a felony in the State of Nevada punishable by up to four years in prison and a \$5,000 fine to receive a**  
 16 **check for which there are insufficient funds. NRS 193.130(2)(d))**

**17 \$ 0** **B. ADDITIONAL DEPOSIT** to be placed in escrow on or before (date) \_\_\_\_\_, the  
 18 additional deposit  will -OR-  will not be considered part of the EMD. (Any conditions on the additional  
 19 deposit should be set forth in Section 28 herein.)

**20 \$ 231,600.00** **C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN ON**  
 21 **THE FOLLOWING TERMS AND CONDITIONS:**  
 22  Conventional,  FHA,  VA,  Other (specify) \_\_\_\_\_  
 23 Interest:  Fixed rate, 30 years -OR-  Adjustable Rate, \_\_\_\_\_ years. Initial rate of interest not to  
 24 exceed 4.5 %. Initial monthly payment not to exceed \$ 1774.25, not including taxes, insurance  
 25 and/or PMI or MIP.

**26 \$ 0** **D. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE**  
 27 **EXISTING LOAN(S):**  
 28  Conventional,  FHA,  VA,  Other (specify) \_\_\_\_\_  
 29 Interest:  Fixed rate, \_\_\_\_\_ years -OR-  Adjustable Rate, \_\_\_\_\_ years. Initial rate of interest not to  
 30 exceed \_\_\_\_\_ %. Monthly payment not to exceed \$ \_\_\_\_\_, not including taxes, insurance and/or PMI or MIP.

**31 \$ 0** **E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS**  
 32 **IN "FINANCING ADDENDUM."**

**33 \$ 8400.00** **F. BALANCE OF PURCHASE PRICE** (Balance of Down Payment) in Good Funds to be paid prior to  
 34 Close of Escrow ("COE").

**35 \$ 240,000.00** **G. TOTAL PURCHASE PRICE.** (This price DOES NOT include closing costs, prorations, or other fees  
 36 and costs associated with the purchase of the Property as defined herein.)

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer Name: CHRISTOPHER BURNS

BUYER(S) INITIALS: CG

Property Address: 9816 ALMENIA ST.

SELLER(S) INITIALS: LL

Rev. 12/11

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Page 1 of 1

## 1 2. ADDITIONAL FINANCIAL TERMS &amp; CONTINGENCIES:

2 A. **NEW LOAN APPLICATION:** Within 3 business days of Acceptance, Buyer agrees to (1) submit a  
 3 completed loan application to a lender of Buyer's choice; (2) authorize ordering of the appraisal (per lender's requirements);  
 4 and (3) furnish a preapproval letter to Seller based upon a standard factual credit report and review of debt to income ratios. If  
 5 Buyer fails to complete any of these conditions within the applicable time frame, Seller reserves the right to terminate this  
 6 Agreement. In such event, both parties agree to cancel the escrow and return EMD to Buyer. Buyer  
 7  does -OR-  does not  
 8 authorize lender to provide loan status updates to Seller's and Buyer's Brokers, as well as Escrow Officer. Buyer agrees to use  
 9 Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

10 B. **CASH PURCHASE:** Within 0 business days of Acceptance, Buyer agrees to provide written evidence  
 11 from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the  
 12 written evidence within the above period, Seller reserves the right to terminate this Agreement.

13 C. **APPRAISAL:** If an appraisal is required as part of this agreement, or requested by Buyer, and if the  
 14 appraisal is less than the Purchase Price, the transaction will go forward if (1) Buyer, at Buyer's option, elects to pay the  
 15 difference and purchase the Property for the Purchase Price, or (2) Seller, at Seller's option, elects to adjust the Purchase Price  
 16 accordingly, such that the Purchase Price is equal to the appraisal. If neither option (1) or (2) is elected, then Parties may  
 17 renegotiate; if renegotiation is unsuccessful, then either Party may cancel this Agreement upon written notice, in which event  
 18 the EMD shall be returned to Buyer.

## 21 22 3. SALE OF OTHER PROPERTY:

23 This Agreement

24  is not -OR-

25  is contingent upon the sale (and closing) of another property which address is

26 Said Property

27  is currently listed

28  is not -OR-  is

29 presently in escrow with \_\_\_\_\_

30 Escrow Number: \_\_\_\_\_ Proposed Closing Date: \_\_\_\_\_

31 When Buyer has accepted an offer on the sale of this other property, Buyer will promptly deliver a written notice of the sale to  
 32 Seller. If Buyer's escrow on this other property is terminated, abandoned, or does not close on time, this Agreement will  
 33 terminate without further notice unless the parties agree otherwise in writing. If Seller accepts a bona fide written offer from a  
 34 third party prior to Buyer's delivery of notice of acceptance of an offer on the sale of Buyer's property, Seller shall give Buyer  
 35 written notice of that fact. Within three (3) days of receipt of the notice, Buyer will waive the contingency of the sale and  
 36 closing of Buyer's other property, or this Agreement will terminate without further notice. In order to be effective, the waiver  
 37 of contingency must be accompanied by reasonable evidence that funds needed to close escrow will be available and Buyer's  
 38 ability to obtain financing is not contingent upon the sale and/or close of any other property.

39 4. FIXTURES AND PERSONAL PROPERTY: The following items will be transferred, free of liens, with the sale of  
 40 the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(B) of this Agreement,  
 41 all items are transferred in an "AS IS" condition.

42 A. All EXISTING fixtures and fittings including, but not limited to: electrical, mechanical, lighting, plumbing  
 43 and heating fixtures, ceiling fans(s), fireplace insert(s), gas logs and grates, solar power system(s), built-in appliance(s),  
 44 window and door screens, awnings, shutters, window coverings, attached floor covering(s), television antenna(s),  
 45 satellite dish(es), private integrated telephone systems, air cooler/conditioner(s), pool/spa equipment, garage door  
 46 opener(s)/remote control(s), mailbox, in-ground landscaping, trees/shrub(s), water softener(s), water purifiers, security  
 47 systems/alarm(s);

48 B. The following additional items of personal property: 45 PER MLS #1230346

49 Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a  
 50 particular paragraph is otherwise modified by addendum or counteroffer.

51 Buyer's Name: CHRISTOPHER BURNS

52 BUYER(S) INITIALS: CB

53 Property Address: 9810 ALMENIA ST.

54 SELLER(S) INITIALS: CB

55 Rev. 12/11

56 Page 2 of 11

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59 Unlocked

15. **ESCROW:**

16. **A. OPENING OF ESCROW:** The purchase of the Property shall be consummated through Escrow  
 17. ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after execution of this Agreement  
 18. ("Opening of Escrow"), at COOPER CASTLE title or escrow company ("Escrow Company") or  
 19. "ESCROW HOLDER") with DEANNE WEAVER ("Escrow Officer") (or such other escrow officer as  
 20. Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully executed  
 21. Agreement and receipt of the BMD (if applicable). ESCROW HOLDER is instructed to notify the Parties (through their  
 22. respective Brokers) of the opening date and the Escrow Number.

23. **B. EARNEST MONEY:** Upon Acceptance, Buyer's BMD as shown in Section 1(A), and 1(B) if applicable, of  
 24. this Agreement, shall be deposited per the Earnest Money Receipt Notice and Instructions contained herein.

25. **C. CLOSE OF ESCROW:** Close of Escrow ("COE") shall be on (date) 30 DAYS UPON BANK ACCEPTANCE.  
 26. If the designated date falls on a weekend or holiday, COE shall be the next business day.

27. **D. IRS DISCLOSURE:** Seller is hereby made aware that there is a regulation which became effective January  
 28. 1, 1987, that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known  
 29. only between parties to this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is  
 30. required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by  
 31. federal law.

32. **E. FIRPTA:** If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and  
 33. deliver to ESCROW HOLDER a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the  
 34. Foreign Investment In Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign  
 35. corporation not treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a  
 36. foreign person under FIRPTA. Additional information for determining status may be found at [www.irs.gov](http://www.irs.gov). Buyer and Seller  
 37. understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW  
 38. HOLDER in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW  
 39. HOLDER the necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is required. (See  
 40. 26 USC Section 1445).

41. **F. TITLE INSURANCE:** Upon COE, Buyer will be provided with the following type of title insurance policy:  
 42.  CLTA;  ALTA-Residential; OR-  ALTA-Extended (including a survey, if required).

43. **G. PRORATIONS, FEES AND EXPENSES (Check appropriate box):**44. **A. TITLE AND ESCROW FEES:**

45. TYPE	PAID BY SELLER	PAID BY BUYER	50/50	NA
46. Escrow Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
47. Lender's Title Policy	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
48. Owner's Title Policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
49. Real Property Transfer Tax	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
50. Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

51. **B. PRORATIONS:**

52. TYPE	PAID BY SELLER	PRDRATE	NA
53. CIC (Common Interest Community) Assessments	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
54. CIC Periodic Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
55. SIDs / LIDs / Bonds / Assessments	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
56. Sewer Use Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
57. Trash Service Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
58. Real Property Taxes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
59. Other:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

60. All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures  
 61. available at closing. Any supplemental or adjustments that occur after COE will be handled by the parties outside of Escrow.

62. Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a  
 63. particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: CHRISTOPHER BURNS

BUYER(S) INITIALS: CB

Property Address: 9818 ALMENIA ST.

SELLER(S) INITIALS: gk

Rev. 12/11

Page 3 of 11

Unfilled

1 C. INSPECTIONS AND RELATED EXPENSES (See also Section 12): Acceptance of this offer is subject to  
 2 the following reserved right: Buyer may have the Property inspected and select the licensed contractor, certified building  
 3 inspectors and/or other qualified professionals who will inspect the Property. Seller will ensure that necessary utilities (gas,  
 4 power and water) are turned on and supplied to the Property within two (2) business days after execution of this Agreement, to  
 5 remain on until COB. (It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections.)

6 TYPE	7 PAID BY SELLER	8 PAID BY BUYER	9 50/50	10 WAIVED	11 NA
12 Appraisal	13 <input checked="" type="checkbox"/>	14 <input type="checkbox"/>	15 <input checked="" type="checkbox"/>	16 <input checked="" type="checkbox"/>	17 <input type="checkbox"/>
18 CIC Capital Contribution	19 <input checked="" type="checkbox"/>	20 <input type="checkbox"/>	21 <input checked="" type="checkbox"/>	22 <input checked="" type="checkbox"/>	23 <input type="checkbox"/>
24 CIC Transfer Fees	25 <input checked="" type="checkbox"/>	26 <input type="checkbox"/>	27 <input checked="" type="checkbox"/>	28 <input checked="" type="checkbox"/>	29 <input type="checkbox"/>
30 CLUE Report ordered by Seller	31 <input checked="" type="checkbox"/>	32 <input type="checkbox"/>	33 <input checked="" type="checkbox"/>	34 <input checked="" type="checkbox"/>	35 <input type="checkbox"/>
36 Energy Audit	37 <input checked="" type="checkbox"/>	38 <input type="checkbox"/>	39 <input checked="" type="checkbox"/>	40 <input checked="" type="checkbox"/>	41 <input type="checkbox"/>
42 Fungal Contaminant Inspection	43 <input checked="" type="checkbox"/>	44 <input type="checkbox"/>	45 <input checked="" type="checkbox"/>	46 <input checked="" type="checkbox"/>	47 <input type="checkbox"/>
48 Home Inspection	49 <input checked="" type="checkbox"/>	50 <input type="checkbox"/>	51 <input checked="" type="checkbox"/>	52 <input checked="" type="checkbox"/>	53 <input type="checkbox"/>
54 Mechanical Inspection	55 <input checked="" type="checkbox"/>	56 <input type="checkbox"/>	57 <input checked="" type="checkbox"/>	58 <input checked="" type="checkbox"/>	59 <input type="checkbox"/>
60 Oil Tank Inspection	61 <input checked="" type="checkbox"/>	62 <input type="checkbox"/>	63 <input checked="" type="checkbox"/>	64 <input checked="" type="checkbox"/>	65 <input type="checkbox"/>
66 Pool/Spa Inspection	67 <input checked="" type="checkbox"/>	68 <input type="checkbox"/>	69 <input checked="" type="checkbox"/>	70 <input checked="" type="checkbox"/>	71 <input type="checkbox"/>
72 Roof Inspection	73 <input checked="" type="checkbox"/>	74 <input type="checkbox"/>	75 <input checked="" type="checkbox"/>	76 <input checked="" type="checkbox"/>	77 <input type="checkbox"/>
78 Septic Inspection (requires pumping)	79 <input checked="" type="checkbox"/>	80 <input type="checkbox"/>	81 <input checked="" type="checkbox"/>	82 <input checked="" type="checkbox"/>	83 <input type="checkbox"/>
84 Septic Lid Removal	85 <input checked="" type="checkbox"/>	86 <input type="checkbox"/>	87 <input checked="" type="checkbox"/>	88 <input checked="" type="checkbox"/>	89 <input type="checkbox"/>
90 Septic Pumping	91 <input checked="" type="checkbox"/>	92 <input type="checkbox"/>	93 <input checked="" type="checkbox"/>	94 <input checked="" type="checkbox"/>	95 <input type="checkbox"/>
96 Soils Inspection	97 <input checked="" type="checkbox"/>	98 <input type="checkbox"/>	99 <input checked="" type="checkbox"/>	100 <input checked="" type="checkbox"/>	101 <input type="checkbox"/>
102 Structural Inspection	103 <input checked="" type="checkbox"/>	104 <input type="checkbox"/>	105 <input checked="" type="checkbox"/>	106 <input checked="" type="checkbox"/>	107 <input type="checkbox"/>
108 Survey (type)	109 <input checked="" type="checkbox"/>	110 <input type="checkbox"/>	111 <input checked="" type="checkbox"/>	112 <input checked="" type="checkbox"/>	113 <input type="checkbox"/>
114 Termite/pest Inspection	115 <input checked="" type="checkbox"/>	116 <input type="checkbox"/>	117 <input checked="" type="checkbox"/>	118 <input checked="" type="checkbox"/>	119 <input type="checkbox"/>
120 Wall Inspection (Quality)	121 <input checked="" type="checkbox"/>	122 <input type="checkbox"/>	123 <input checked="" type="checkbox"/>	124 <input checked="" type="checkbox"/>	125 <input type="checkbox"/>
126 Well Inspection (Quality)	127 <input checked="" type="checkbox"/>	128 <input type="checkbox"/>	129 <input checked="" type="checkbox"/>	130 <input checked="" type="checkbox"/>	131 <input type="checkbox"/>
132 Wood-Burning Device/Chimney Inspection (Includes cleaning)	133 <input checked="" type="checkbox"/>	134 <input type="checkbox"/>	135 <input checked="" type="checkbox"/>	136 <input checked="" type="checkbox"/>	137 <input type="checkbox"/>
138 Other:	139 <input checked="" type="checkbox"/>	140 <input type="checkbox"/>	141 <input checked="" type="checkbox"/>	142 <input checked="" type="checkbox"/>	143 <input type="checkbox"/>
144 Re-Inspections	145 <input checked="" type="checkbox"/>	146 <input type="checkbox"/>	147 <input checked="" type="checkbox"/>	148 <input checked="" type="checkbox"/>	149 <input type="checkbox"/>

32 If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is  
 33 deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have  
 34 reasonably identified had it been conducted, except as otherwise provided by law. The foregoing expenses for inspections will  
 35 be paid outside of Escrow unless the Parties present instructions to the contrary prior to COB (along with the applicable  
 36 invoice).

37 D. CERTIFICATIONS: Notwithstanding the elections below, in the event an inspection reveals problems with any  
 38 of the foregoing, Buyer reserves the right to require a certification.

40 TYPE	41 PAID BY SELLER	42 PAID BY BUYER	43 50/50	44 WAIVED
45 Fungal Contamination	46 <input checked="" type="checkbox"/>	47 <input type="checkbox"/>	48 <input checked="" type="checkbox"/>	49 <input checked="" type="checkbox"/>
50 Roof	51 <input checked="" type="checkbox"/>	52 <input type="checkbox"/>	53 <input checked="" type="checkbox"/>	54 <input checked="" type="checkbox"/>
55 Septic	56 <input checked="" type="checkbox"/>	57 <input type="checkbox"/>	58 <input checked="" type="checkbox"/>	59 <input checked="" type="checkbox"/>
60 Well	61 <input checked="" type="checkbox"/>	62 <input type="checkbox"/>	63 <input checked="" type="checkbox"/>	64 <input checked="" type="checkbox"/>
65 Wood-Burning Device/Chimney Certification	66 <input checked="" type="checkbox"/>	67 <input type="checkbox"/>	68 <input checked="" type="checkbox"/>	69 <input checked="" type="checkbox"/>
70 Other	71 <input checked="" type="checkbox"/>	72 <input type="checkbox"/>	73 <input checked="" type="checkbox"/>	74 <input checked="" type="checkbox"/>

75 The foregoing expenses for certifications will be paid outside of Escrow unless the Parties present instructions to the contrary  
 76 prior to COB (along with the applicable invoice). A certification is not a warranty.

77 E. SELLER'S ADDITIONAL COSTS AND LIMIT OF LIABILITY: Seller agrees to pay a maximum  
 78 amount of \$ 0 \_\_\_\_\_ to correct defects and/or requirements disclosed by inspection reports, appraisals,  
 79 and/or certifications. It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves  
 80 the right to request additional repairs, which may exceed the above-stated amount, based upon the Seller's Real Property

82 Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a  
 83 particular paragraph is otherwise modified by addendum or counteroffer.

85 Buyer's Name: CHRISTOPHER BURNS

86 BUYER(S) INITIALS: CB

87 Property Address: 8816 ALMENIA ST.

88 SELLER(S) INITIALS: JB

89 Rev. 12/11

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91 Page 4 of 11

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93 United

1 Disclosure or items which materially affect value or use of the Property revealed by an inspection, certification or appraisal.  
 2 Items of a general maintenance or cosmetic nature which do not materially affect value or use of the Property, which existed at  
 3 the time of Acceptance and which are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as  
 4 otherwise provided in this section. The Brokers herein have no responsibility to assist in the payment of any repair, correction,  
 5 or deferred maintenance on the Property which may have been revealed by the above inspections, agreed upon by the Buyer  
 6 and Seller or requested by one party.

7 **F. LENDER AND CLOSING FEES:** In addition to Seller's expenses above, Seller will contribute  
 8 \$ 7200 to Buyer's Lender's Fees and/or Buyer's Title and Escrow Fees  including -OR-  excluding  
 9 costs which Seller must pay pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have  
 10 different appraisal and financing requirements, which will affect the parties' rights and costs under this Agreement.

11 **G. HOME PROTECTION PLAN:** Buyer and Seller acknowledge that they have been made aware of Home  
 12 Protection Plans that provide coverage to Buyer after COE. Buyer  waives -OR-  requires a Home Protection Plan with  
 13 A / A.  Seller -OR-  Buyer will pay for the Home Protection  
 14 Plan at a price not to exceed \$ 0. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make  
 15 any representation as to the extent of coverage or deductibles of such plans. ESCROW HOLDER is not responsible for  
 16 ordering the Home Protection Plan.

17 **H. TRANSFER OF TITLE:** Upon COE, Buyer shall tender to Seller the agreed upon Purchase Price, and Seller shall  
 18 tender to Buyer marketable title to the Property free of all encumbrances other than (1) current real property taxes,  
 19 (2) covenants, conditions and restrictions (CC&Rs) and related restrictions, (3) zoning or master plan restrictions and public  
 20 utility easements; and (4) obligations assumed and encumbrances accepted by Buyer prior to COE. Buyer is advised the  
 21 Property may be reassessed after COE which may result in a real property tax increase or decrease.

22 **I. COMMON-INTEREST COMMUNITIES:** If the Property is subject to a Common Interest Community ("CIC"),  
 23 Seller or his authorized agent shall request the CIC documents and certificates listed in NRS 116.4109 (collectively, the "resale  
 24 package") within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of Seller's  
 25 receipt thereof. Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the  
 26 date of receipt of the resale package. If Buyer does not receive the resale package within fifteen (15) calendar days of  
 27 Acceptance, this Agreement may be cancelled in full by Buyer without penalty. If Buyer elects to cancel this Agreement  
 28 pursuant to this section, he must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Seller or his  
 29 authorized agent identified in the Confirmation of Representation at the end of this Agreement. Upon such written cancellation,  
 30 Buyer shall promptly receive a refund of the RMD. The parties agree to execute any documents requested by ESCROW  
 31 HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package  
 32 will be deemed approved. Seller shall pay all outstanding CIC fees or penalties at COE.

33 **J. DISCLOSURES:** Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the  
 34 following Disclosures and/or documents (each of which is incorporated herein by this reference). Check applicable boxes.  
 35  Construction Defect Claims Disclosure, if Seller has marked "Yes" to Paragraph 1(i) of the  
 36 Seller Real Property Disclosure Form (NRS 40.680)  
 37  Fungal (Mold) Notice Form (not required by Nevada law)  
 38  Lead-Based Paint Disclosure and Acknowledgment, required if constructed before 1978 (24 CFR 743.113)  
 39  Pest Notice Form (not required by Nevada law)  
 40  Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer  
 41  Open Range Disclosure (NRS 113.068)  
 42  Seller Real Property Disclosure Form (NRS 113.130)  
 43  Other (list) SHORT SALE ADDENDUM

44  
 45  
 46  
 47  
 48  
 49  
 50  
 51

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a  
 particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: CHRISTOPHER BURNS

BUYER(S) INITIALS: CB

Property Address: 9818 ALMENIA ST.

SELLER(S) INITIALS: CB

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Page 5 of 11

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## 1 11. ADDITIONAL DISCLOSURES:

2 A. LICENSEE'S DISCLOSURE OF INTEREST (BUYER): Pursuant to NRS 645.252(1)(g), a real estate  
 3 licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction.  
 4 N/A is a licensed real estate agent in the State(s) of N/A, and has  
 5 the following interest, direct or indirect, in this transaction:  Principal (Buyer) - OR-  family or firm relationship with Buyer  
 6 or ownership interest in Buyer (if Buyer is an entity): (specify relationship) N/A

7 B. In addition, for NEW CONSTRUCTION, to the extent applicable, Seller will provide: Public Offering  
 8 Statement (NRS 116.4108); Electric Transmission Lines (NRS 119.1835); Public Services and Utilities (NRS 119.183); Initial  
 9 Purchaser Disclosure (NRS 113); Construction Recovery Fund (NRS 424); Gaming Corridors (NRS 113.070); Water/Sewerage  
 10 (NRS 113.060); Impact Fees (NRS 278B.320); Surrounding Zoning Disclosure (NRS 113.070); FTC Insulation Disclosure (6  
 11 CFR 460.16); and Other: N/A

12 C. AIRPORT NOISE: Buyer hereby acknowledges the proximity of various overflight paths, airports  
 13 (municipal, international, military and/or private) and helipads. Buyer also fully understands that existing and future noise  
 14 levels at this location, associated with existing and future airport operations, may affect the livability, value and suitability of  
 15 the Property for residential use. Buyer also understands that these airports have been at their present location for many years,  
 16 and that future demand and airport operations may increase significantly. For further information, contact your local  
 17 department of aviation or the Federal Aviation Administration.

18 D. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES: All properties are offered without  
 19 regard to race, color, religion, sex, national origin, ancestry, handicap or familial status and any other current requirements of  
 20 federal or state fair housing law.

## 21 12. BUYER'S DUE DILIGENCE:

22 A. DUE DILIGENCE PERIOD: Buyer shall have 10 calendar days from Acceptance to complete Buyer's  
 23 Due Diligence. Buyer shall ensure that all inspections and certifications are initiated in a timely manner as to complete the Due  
 24 Diligence in the time outlined herein. (If utilities are not supplied by the deadline referenced herein or if the disclosures are not  
 25 delivered to Buyer by the deadline referenced herein, then Buyer's Due Diligence Period will be extended by the same number  
 26 of calendar days that Seller delayed supplying the utilities or delivering the disclosures, whichever is longer.) During this  
 27 period Buyer shall have the exclusive right at Buyer's discretion to cancel this Agreement. In the event of such cancellation,  
 28 unless otherwise agreed herein, the EMD will be refunded to Buyer. If Buyer provides Seller with notice of objections, the  
 29 Due Diligence Period will be extended by the same number of calendar days that it takes Seller to respond in writing to  
 30 Buyer's objections. If Buyer fails to cancel this Agreement within the Due Diligence Period (as it may be extended), Buyer will  
 31 be deemed to have waived the right to cancel under this section.

32 B. PROPERTY INSPECTION/CONDITION: During the Due Diligence Period, Buyer shall take such  
 33 action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer's building, but not limited to,  
 34 whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise  
 35 affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances, or  
 36 hazards, whether the Property is properly zoned, location to freeways, railroads, places of worship, schools, etc.) or any other  
 37 concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to have non-destructive  
 38 inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic, pool/spa,  
 39 survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified  
 40 professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to  
 41 indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request  
 42 while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any  
 43 injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence  
 44 or any malconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with  
 45 appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools; proximity and  
 46 adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection;  
 47 other governmental services; existing and proposed transportation; construction and development; noise or odor from any  
 48 source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection report,  
 49 Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone  
 50 number of the inspector.

51 Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a  
 52 particular paragraph is otherwise modified by addendum or counteroffer.

53 Buyer's Name: CHRISTOPHER BURNS

54 BUYER(S) INITIALS: CB

55 Property Address: 9816 ALMENIA ST.

56 SELLER(S) INITIALS: MM

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60 Page 6 of 11

61 (Initials)

1       C. PRELIMINARY TITLE REPORT: Within ten (10) business days of Opening of Escrow, Title Company  
 2 shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5)  
 3 business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be  
 4 deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business  
 5 days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such  
 6 exception removed or to correct each such other matter as aforesaid, Buyer shall have the option for: (a) terminate this  
 7 Agreement by providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title  
 8 to the Property as is. All title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted  
 9 Exceptions."

10      D. WALK-THROUGH INSPECTION OF PROPERTY: Buyer is entitled under this Agreement to a walk-through of  
 11 the Property within 2 calendar days prior to COE to ensure the Property and all major systems, appliances,  
 12 heating/cooling, plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure  
 13 Statement, and that the Property and improvements are in the same general condition as when this Agreement was signed by  
 14 Seller and Buyer. To facilitate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on. If any  
 15 systems cannot be checked by Buyer on walk-through due to non-access or no power/gas/water, then Buyer reserves the right  
 16 to hold Seller responsible for defects which could not be detected on walk-through because of lack of such access or  
 17 power/gas/water. The purpose of the walk-through is to confirm: (a) the Property is being maintained (b) repairs, if any, have  
 18 been completed as agreed, and (c) Seller has complied with Seller's other obligations. If Buyer elects not to conduct a walk-  
 19 through inspection prior to COE, then all systems, items and aspects of the Property are deemed satisfactory, and Buyer  
 20 releases Seller's liability for costs of any repair that would have reasonably been identified by a walk-through inspection,  
 21 except as otherwise provided by law.

22      E. DELIVERY OF POSSESSION: Seller shall deliver the Property along with any keys, alarm codes, garage door  
 23 opener/controls and, if freely transferable, parking permits and gate transponders outside of Escrow, upon COE. Seller agrees  
 24 to vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than  
 25 10 COE OR 10. In the event Seller does not vacate the Property by this time, Seller shall be  
 26 considered a trespasser and shall be liable to Buyer for the sum of \$ 0 per calendar day in addition to  
 27 Buyer's legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be  
 28 considered abandoned by Seller.

29      F. RISK OF LOSS: Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any  
 30 material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and  
 31 Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift  
 32 to Buyer.

33      G. ASSIGNMENT OF THIS AGREEMENT: Unless otherwise stated herein, this Agreement is non-assignable by  
 34 Buyer.

35      H. CANCELLATION OF AGREEMENT: In the event this Agreement is properly cancelled in accordance with the  
 36 terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any  
 37 expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction  
 38 (unless otherwise provided herein).

39      I. DEFAULT:

40        A. MEDIATION: Before any legal action is taken to enforce any term or condition under this Agreement, the  
 41 parties agree to engage in mediation, a dispute resolution process, through GLVAR. Notwithstanding the foregoing,  
 42 in the event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply.

43        B. IF SELLER DEFAULTS: If Seller defaults in performance under this Agreement, Buyer reserves all legal  
 44 and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual  
 45 damages incurred by Buyer due to Seller's default.

46      Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a  
 47 particular paragraph is otherwise modified by addendum or counteroffer.

48      Buyer's Name: CHRISTOPHER BURNS

49      BUYER(S) INITIALS: CB

50      Property Address: 9816 ALMENIA ST.

51      SELLER(S) INITIALS: CB

52      Rev. 12/11

53      Page 7 of 11  
 54      Unfilled

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1 C. **IF BUYER DEFAULTS:** If Buyer defaults in performance under this Agreement, Seller shall have one of the  
 2 following legal recourse against Buyer (initial one only):

3  **1.** As Seller's sole legal recourse, Seller may retain, as liquidated damages, the EMD. In this  
 4 respect, the Parties agree that Seller's actual damages would be difficult to measure and that the EMD is in fact a  
 5 reasonable estimate of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any  
 6 additional deposit not considered part of the EMD in Section 1(B) herein will be immediately retained by ESCROW  
 7 HOLDER to Buyer.

8 **-OR-**

9  **2.** Seller shall have the right to recover from Buyer all of Seller's actual damages that Seller may  
 10 suffer as a result of Buyer's default including, but not limited to, commissions due, expenses incurred until the  
 11 Property is sold to a third party and the difference in the sales price.

### Instructions to Escrow

12 19. **ESCROW:** If this Agreement or any matter relating thereto shall become the subject of any litigation or controversy,  
 13 Buyer and Seller agree, jointly and severally, to hold ESCROW HOLDER free and harmless from any loss or expense, except  
 14 losses or expenses as may arise from ESCROW HOLDER'S negligence or willful misconduct. If conflicting demands are  
 15 made or notices served upon ESCROW HOLDER with respect to this Agreement, the parties expressly agree that Buyer is  
 16 entitled to file a suit in interpleader and obtain an order from the Court authorizing ESCROW HOLDER to deposit all such  
 17 documents and monies with the Court, and obtain an order from the Court requiring the parties to interplead and litigate their  
 18 several claims and rights among themselves. Upon the entry of an order authorizing such interpleader, ESCROW HOLDER  
 19 shall be fully released and discharged from any obligations imposed upon it by this Agreement; and ESCROW HOLDER shall  
 20 not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor  
 21 as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with  
 22 any of the provisions of any agreement, contract or other instrument filed with ESCROW HOLDER or referred to herein.  
 23 ESCROW HOLDER'S duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents  
 24 received by it as ESCROW HOLDER, and for their disposition in accordance with the terms of this Agreement. In the event  
 25 an action is instituted in connection with this escrow, in which ESCROW HOLDER is named as a party or is otherwise  
 26 compelled to make an appearance, all costs, expenses, attorney fees, and judgments ESCROW HOLDER may expend or incur  
 27 in said action, shall be the responsibility of the parties hereto.

28 20. **UNCLAIMED FUNDS:** In the event that funds from this transaction remain in an account, held by ESCROW  
 29 HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada  
 30 Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge  
 31 shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation.  
 32 ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the  
 33 funds are held by ESCROW HOLDER.

### Brokers

34 21. **BROKER FEES:** Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay  
 35 Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum  
 36 and/or percentage of the Purchase Price (commission), that Seller, or Seller's Broker, offered for the procurement of ready,  
 37 willing and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and  
 38 agrees that if Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue  
 39 all legal recourse against Seller for any commission due. In addition to any amount due to Buyer's Broker from Seller or  
 40 Seller's Broker, Buyer  **will** **-OR-**  will not pay Buyer's Broker additional compensation in an amount determined  
 41 between the Buyer and Buyer's Broker.

42 22. **WAIVER OF CLAIMS:** Buyer and Seller agree that they are not relying upon any representations made by Broker  
 43 or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations  
 44 or warranties, unless expressly stated herein. Buyer agrees to satisfy himself, as to the condition of the Property, prior to COE.  
 45 Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a  
 46 particular paragraph is otherwise modified by addendum or counteroffer.

47 Buyer's Name: CHRISTOPHER BURNS

BUYER(S) INITIALS: CB

48 Property Address: 9816 ALMENIA ST.

SELLER(S) INITIALS: JP

49 Rev. 12/11

Page 8 of 11

United

1 Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to  
 2 make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims  
 3 against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c)  
 4 environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's  
 5 proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to  
 6 Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to  
 7 conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is  
 8 limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.  
 9

### 10 **Other Matters**

11 23. **DEFINITIONS:** "Acceptance" means the date that both parties have consented to and received a final, binding  
 12 contract by affixing their signatures to this Agreement and all counteroffers. "Agent" means a licensee working under a Broker  
 13 or licensees working under a developer. "Agreement" includes this document as well as all accepted counteroffers and  
 14 addenda. "As Is" means "as is", "Buyer" means one or more individuals or the entity that intends to purchase the  
 15 Property. "Broker" means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real  
 16 estate agents associated therewith). "Business Day" excludes Saturdays, Sundays, and legal holidays. "Calendar Day" means  
 17 a calendar day from 6:00 midnight unless otherwise specified. "CFR" means the Code of Federal Regulations. "CIC" means  
 18 Common Interest Community (formerly known as "HOA" or homeowners associations). "CIC Capital Contribution" means  
 19 a one-time non-administrative fee, cost or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees"  
 20 means the administrative service fee charged by a CIC to transfer ownership records. "CLUB" means Comprehensive Loss  
 21 Underwriting Exchange. "Close of Escrow (COB)" means the time of recordation of the deed in Buyer's name. "Default"  
 22 means the failure of a Party to observe or perform any of its material obligations under this Agreement. "Delivered"  
 23 personally delivered to Parties or respective Agents, transmitted by facsimile machine, electronic means, overnight delivery or  
 24 mailed by regular mail. "Down Payment" is the Purchase Price less loan amount(s). "EMD" means Buyer's earnest money  
 25 deposit. "Escrow Holder" means the neutral party that will handle the escrow. "FHA" is the U.S. Federal Housing  
 26 Administration. "GLVAR" means the Greater Las Vegas Association of REALTORS®. "Good Funds" means an acceptable  
 27 form of payment determined by ESCROW HOLDER in accordance with NRS 645A.171. "IRC" means the Internal Revenue  
 28 Code (tax code). "LID" means Limited Improvement District. "N/A" means not applicable. "NAC" means Nevada  
 29 Administrative Code. "NRS" means Nevada Revised Statues as Amended. "Party" or "Parties" means Buyer and Seller.  
 30 "PITI" means principal, interest, taxes, and hazard insurance. "PMI" means private mortgage insurance. "PFT" means  
 31 Pacific Standard Time, and includes daylight savings time if in effect on the date specified. "PTR" means Preliminary Title  
 32 Report. "Property" means the real property and any personal property included in the sale as provided herein. "Receipt"  
 33 means delivery to the party or the party's agent. "Seller" means one or more individuals or the entity that is the owner of the  
 34 Property. "SID" means Special Improvement District. "Title Company" means the company that will provide title insurance.  
 35 "USC" is the United States Code. "VVA" is the Veterans Administration.

### 36 **24. SIGNATURES, DELIVERY, AND NOTICES:**

37 A. This Agreement may be signed by the parties on more than one copy, which, when taken together, each  
 38 signed copy shall be read as one complete form. This Agreement (and documents related to any resulting transaction) may be  
 39 signed by the parties manually or digitally. Facsimile signatures may be accepted as original.

40 B. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for  
 41 Seller or Buyer if represented.

42 C. Except as otherwise provided in Section 9, when a Party wishes to provide notice as required in this  
 43 Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by email to the  
 44 Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read  
 45 receipt confirmed in the case of email. Any cancellation notice shall be contemporaneously faxed to Escrow.

46 25. **IRC 1031 EXCHANGE:** Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party  
 47 electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost  
 48 to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.

49 54. Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a  
 50 particular paragraph is otherwise modified by addendum or counteroffer.

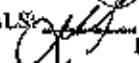
51 **CHRISTOPHER BURNS**

52 Buyer's Name: \_\_\_\_\_

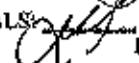
53 **BUYER(S) INITIALS:** 

54   
Page 9 of 11  
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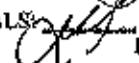
55 Property Address: **9816 ALMENIA ST.**

56 **SELLER(S) INITIALS:** 

57 Property Address: \_\_\_\_\_

58 **SELLER(S) INITIALS:** 

59 Rev. 12/11

60 **SELLER(S) INITIALS:** 

61 Produced with <http://www.123reg.com> 18070 Kollin Hills Road, Fremont, Michigan 48023 [www.123reg.com](http://www.123reg.com)

1 26. OTHER ESSENTIAL TERMS: This is of the essence. No change, modification or amendment of this Agreement  
 2 shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This  
 3 Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and  
 4 intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties  
 5 agree that the county and state in which the Property is located is the appropriate forum for any action relating to this  
 6 Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of  
 7 any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing  
 8 party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys fees and costs incurred by  
 9 such prevailing party.

10 **11. THIS IS A LEGALLY BINDING CONTRACT.** All parties are advised to seek independent legal and tax advice to review  
 12 the terms of this Agreement.

13 **14. NO REAL ESTATE BROKER/AGENT MAY SIGN FOR A PARTY TO THIS AGREEMENT UNLESS THE  
 15 BROKER OR AGENT HAS A PROPERLY EXECUTED POWER OF ATTORNEY TO DO SO.**

16 **17. THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®  
 18 (GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY  
 19 PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO  
 20 ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN  
 21 APPROPRIATE PROFESSIONAL.**

22 This form is available for use by the real estate industry. It is not intended to identify the user as a REALTOR®.  
 23 REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL  
 24 ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

25 **26. ADDENDUM(S) ATTACHED:**

27 \_\_\_\_\_

28 \_\_\_\_\_

29 **30. ADDITIONAL TERMS: IN THE EVENT THAT THE SHORT SALE IS NOT APPROVED BY THE BA  
 31 BUYER'S EARNEST MONEY TO BE REFUNDED IN FULL:**

32 \_\_\_\_\_

33 \_\_\_\_\_

34 \_\_\_\_\_

35 \_\_\_\_\_

36 \_\_\_\_\_

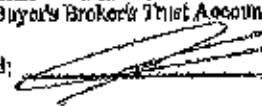
37 \_\_\_\_\_

38 \_\_\_\_\_

39 \_\_\_\_\_

**Earnest Money Receipt**

40 **41. BUYER'S AGENT ACKNOWLEDGES RECEIPT FROM BUYER HEREIN of the sum of \$ 2000  
 42 evidenced by  Cash,  Cashier's Check,  Personal Check, or  Other \_\_\_\_\_  
 43 payable to **TITLE COMPANY** \_\_\_\_\_, Upon Acceptance, Earnest Money to be deposited within ONE (1) business  
 44 day, with  Escrow Holder,  Buyer's Broker's Trust Account, - OR -  Seller's Broker's Trust Account.**

45 Date: 3/7/12 Signed:  Buyer's Agent: Christopher Burns

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a  
 particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: CHRISTOPHER BURNS BUYER(S) INITIALS: CB

Property Address: 9816 ALMENIA ST. SELLER(S) INITIALS: JK  
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Page 10 of 11  
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**Buyer's Acknowledgement of Offer**

1  
2 Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and  
3 attachments.

4   
5 **CHRISTOPHER BURNS**  
6 Buyer's Printed Name  
7 Date **3/13/12** Time **5:00**  AM  PM

8  
9 Buyer's Signature Buyer's Printed Name Date Time  AM  PM

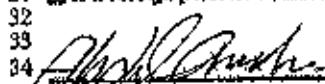
10  
11 Seller must respond by **5**  AM  PM on (month) **07**, (day) **10**, (year) **12**. Unless this  
12 Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and  
13 time, this offer shall lapse and be of no further force and effect.

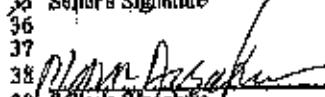
14  
15 Confirmation of Representation: The Buyer is represented in this transaction by:

16  
17 Buyer's Broker: **CHERYL SMITH** Agent's Name: **ERNESTO AHUMADA**  
18 Company Name: **REALTY ONE GROUP** Agent's Public ID: **214707**  
19 Phone: **702-328-4126** Office Address: **10750 W. CHARLESTON BLVD.**  
20 Email: **ERNESTO@LVTEAMREALTY.COM** City, State, Zip: **LAS VEGAS, NV 89136**  
21 FAX: **868-692-2044**

**Seller's Response**

22  
23  ACCEPTANCE: Seller(s) acknowledges that he/she accepts and agrees to be bound by each provision of this Agreement,  
24 and all signed addenda, disclosures, and attachments.  
25  
26  COUNTER OFFER: Seller accepts the terms of this Agreement subject to the attached Counter Offer #1.  
27  
28  REJECTION: In accordance with NAC 645.632, Seller hereby informs Buyer the offer presented herein is not accepted.  
29  
30  TRPTA DECLARATION: Pursuant to Section 5.B. herein, Seller declares that he/she  
31  
32  is not -OR-  
33  is a foreign person therefore subjecting this transaction to TRPTA withholding.

34   
35 **Alan Dabek** **3/13/12** **1:15**  AM  PM  
36 Seller's Signature Seller's Printed Name Date Time

37   
38 **Moran Dabek** **3/13/12** **1:15**  AM  PM  
39 Seller's Signature Seller's Printed Name Date Time

40  
41 Confirmation of Representation: The Seller is represented in this transaction by:  
42  
43 Seller's Broker: **CANDACE DOYLE** Agent's Name: **DALE SNYDER**  
44 Company Name: **KELLER WILLIAMS REALTY** Office Address: **3080 S. DURANGO DR**  
45 Phone: **702-320-8205** City, State, Zip: **LAS VEGAS, NV**  
46 Email: **TRANSACTIONCOORDINATOR@SALESNDYER.COM** Fax: **702-476-1733**

47  
48 LICENSEE DISCLOSURE OF INTEREST (SELLER): Pursuant to NRS 645.252(1)(c), a real estate licensee must  
49 disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. **N/A**  
50 **N/A** is a licensed real estate agent in the state(s) of **N/A**, and has the following interest:  
51 direct or indirect, in this transaction:  Principal (Seller) -OR-  family or friend relationship with Seller or ownership interest  
52 in Seller (if Seller is an entity); (specify relationship) **N/A**

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: **CHRISTOPHER BURNS** BUYER(S) INITIALS: **CB**

Property Address: **9816 ALMENIA ST.** SELLER(S) INITIALS: **JD**  
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Page 11 of 11  
Dated



## Conditional LOAN APPROVAL

**03/13/2012**

**Loan Number: 201002845126**

Approval good for 45 days

**Buyer(s):**

Christopher Burns

**Subject property:**

**TBD**

**Conditional Loan Approval:**

30 Year Fixed FHA 3.5 % Down

Purchase Price up to: \$ 240,000

Loan Amount: \$ 231,600

**Prior to Doc conditions:**

- Title dated within 45 days of closing with sufficient coverage matching ISAOA
- HVCC compliant 1004 with pictures
- H/O Ins-Loss payee with correct ISAOA, good for 60 days from funding
- Approved closing agent
- Fully executed Purchase contract signed by seller and buyer
- Proper Income Documentation supporting income on 1003
- Cleared- Proof of source funds to close
- Cleared- Credit Score Minimum requirement met

This is not a commitment to lend. All conditions listed above must be met for qualification.

  
Erik C. Wutner  
Branch Manager  
VanDyk Mortgage Corp

REALTY ONE GROUP

**SHORT SALE ADDENDUM  
TO PURCHASE AGREEMENT**  
(and Joint Escrow Instructions)



1 In reference to the Purchase Agreement executed by CHRISTOPHER BURNS as Buyer(s) and  
 2 ABDEL & MONA ASSAHOURI as Seller(s), dated 2/28/12 covering the real property at  
 3 8818 ALMENIA ST. LAS VEGAS, NV 89120, the  Buyer  Seller hereby proposes that the  
 4 Purchase Agreement be amended as follows:

5

6 1. **Contingent on Existing Lender Approval.** Buyer and Seller acknowledge that the Purchase  
 7 Price is less than the amount of Seller's existing loan(s) against the Property due and owing to one or  
 8 more lender(s) and/or lienholder(s) (collectively, "Lender"). Such a transaction is called a "short sale."  
 9 Therefore, the Purchase Agreement is contingent upon Seller and/or Seller's Agent obtaining approval  
 10 from Lender ("Lender Approval") to accept an amount less than what is owed on the Property to release  
 11 Lender's lien on the Property (subject to parties' approval; see Section 3 below). **SELLER  
 12 UNDERSTANDS AND ACKNOWLEDGES THAT LENDER APPROVAL MAY BE  
 13 CONDITIONED UPON ANY OR ALL OF THE FOLLOWING:** (A) MAKING A CASH  
 14 PAYMENT; (B) SIGNING A NEW PROMISSORY NOTE; (C) CONTINUING TO OWE THE  
 15 LENDER THE UNPAID PORTION OF THE LOAN(S); AND (D) OTHER REQUIREMENTS  
 16 MADE BY LENDER. Seller shall reasonably cooperate with Lender in the short sale process by  
 17 providing such documentation as may be required by Lender. **BUYER AND SELLER  
 18 UNDERSTAND THAT LENDER APPROVAL MAY TAKE SEVERAL MONTHS TO OBTAIN,  
 19 AND NEITHER THE SELLER, THE ESCROW HOLDER NOR THE BROKERS CAN  
 20 GUARANTEE THE TIMELINESS OF LENDER'S REVIEW, APPROVAL OR REJECTION.**  
 21 Buyer Initials [initials] Seller Initials [initials]

22

23 2. **Notice of Lender Approval.** Seller agrees to provide Buyer with written notice of Lender  
 24 Approval within two (2) business days of Seller's receipt of the approval. Seller may use the "Lender  
 25 Short Sale Approval Addendum" to facilitate this notice. (For clarification, this is not intended to  
 26 encompass or delay transmission of any subsequent Lender Approval which may be issued to grant an  
 27 extension at the end of the transaction pursuant to Section 5 herein.)

28

29 3. **No Guarantee of Lender Approval.** Buyer and Seller understand that no Lender is required or  
 30 obligated to accept a short sale, and that Lender Approval may be revoked at any time prior to COB. In  
 31 addition, the Parties understand that Lender may require that in exchange for approval some terms of the  
 32 Purchase Agreement be amended. Neither Buyer nor Seller is obligated to agree to any of Lender's  
 33 proposed terms; either Party may, in its sole discretion, reject the amended terms required by Lender. In  
 34 such event, the Purchase Agreement shall be void and the Parties agree to execute cancellation  
 35 instructions with ESCROW HOLDER and return EMD to Buyer. **NEITHER THE BUYER, THE  
 36 SELLER, THE ESCROW HOLDER NOR THE BROKERS IN THIS TRANSACTION HAVE  
 37 ANY CONTROL OVER LENDER APPROVAL, OR ANY ACT, OMISSION OR DECISION BY  
 38 ANY LENDER IN THE SHORT SALE PROCESS.**

39

40 4. **Time Periods.** Opening escrow and depositing earnest money shall occur as stated in the  
 41 Purchase Agreement. The time periods specified in the Purchase Agreement for due diligence,  
 42 disclosures, inspections and other contingencies shall begin (check one):

43  as stated in the Purchase Agreement;

44  one (1) calendar day after the Parties' mutual written approval of the Lender Approval; —OR—

45  Other \_\_\_\_\_

Buyer Initials: [initials]

Page 1 of 3

Seller Initials: [initials]

Short Sale Addendum to Purchase Agreement Rev. 8/10

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Fax: (702) 988-6916

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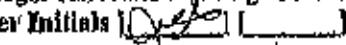
1   5. **Close of Escrow.** Buyer and Seller understand that Lender Approval will include an expiration  
 2 date by which Close of Escrow ("COB") must occur. A typical Lender Approval is valid for 30 days.  
 3 The Parties agree to use best efforts to meet the Lender's COB deadline and understand that any  
 4 extension(s) must be by mutual written agreement and Lender's consent. Buyer understands that Lender  
 5 may impose additional requirements, such as per diem funds to be paid by Buyer, as additional  
 6 consideration for any extension(s).

7  
 8   6. **Other Offers.** Buyer and Seller acknowledge that the Seller's Agent is required by the Multiple  
 9 Listing Service to place the property in "Contingent" status after the Purchase Agreement is executed,  
 10 while the transaction is subject to Lender Approval. The Parties understand that additional offers may be  
 11 received by the Seller's Agent, which must be presented to the Seller pursuant to Nevada law. Seller  
 12 may choose to accept such subsequent offers as back-up offers.

13  
 14   7. **Buyer's Right to Cancel.** Buyer may cancel the Purchase Agreement for any reason and without  
 15 penalty any time after  45  60  90  \_\_\_\_\_ days from Acceptance if Lender Approval has not  
 16 been received. Upon Buyer's cancellation, Seller agrees to execute cancellation instructions with  
 17 ESCROW HOLDER and return EMD to Buyer.

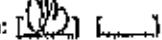
18  
 19   8. **Foreclosure.** Seller warrants that, at the time of the Purchase Agreement, a Notice of Default  
 20 and Election to Sell  has not -OR-  has (date: \_\_\_\_\_) been recorded against the  
 21 Property. (Information regarding the foreclosure status of a property is available from the County  
 22 Recorder where the Property is located.) The Parties understand that the recording of a Notice of Default  
 23 begins a statutory foreclosure period, which lasts a minimum of three (3) months and twenty (20) days.  
 24 At the end of the foreclosure period, the Property typically will be sold at a Trustee's Sale (foreclosure  
 25 sale) and Seller will lose all rights and interest in the Property. Buyer and Seller understand that if COB  
 26 does not occur before a foreclosure sale of the Property, the Purchase Agreement shall be void and  
 27 escrow shall be cancelled. In such event, ESCROW HOLDER is instructed to return EMD to Buyer  
 28 without any further instruction from the Parties. The Parties agree to forever release and relieve  
 29 ESCROW HOLDER from any and all responsibility, liability, costs and/or litigation for the return of the  
 30 EMD under these conditions.

31  
 32   9. **Tax Consequences and Advice.** A SHORT SALE MAY HAVE SERIOUS AND ADVERSE  
 33 LEGAL, TAX, CREDIT AND ECONOMIC CONSEQUENCES FOR THE SELLER. Seller agrees  
 34 to seek advice from an attorney, a certified public accountant or other qualified professional regarding  
 35 the legal effect and meaning of a short sale and any Lender Approval.

36 Seller Initials: 

37  
 38   10. **Unfulfilled Contingency.** If the Lender rejects the short sale, Seller will promptly notify Buyer  
 39 of the rejection and the Purchase Agreement shall be void due to the unfulfilled contingency and escrow  
 40 shall be cancelled. In such event, ESCROW HOLDER is instructed to return EMD to Buyer without any  
 41 further instruction from the Parties. The Parties agree to forever release and relieve ESCROW HOLDER  
 42 from any and all responsibility, liability, costs and/or litigation for the return of the EMD under these  
 43 conditions.

44  
 45   11. **Other Terms and Conditions:** \_\_\_\_\_  
 46 \_\_\_\_\_  
 47 \_\_\_\_\_  
 48 \_\_\_\_\_

 Buyer Initials: 

Short Sale Addendum to Purchase Agreement Rev. 6/10

Page 2 of 3

Seller Initials: 

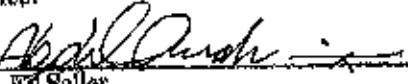
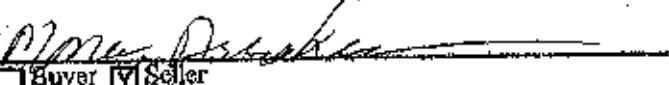
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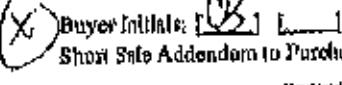
10 All other terms of the Purchase Agreement, including all prior counteroffers and addenda not modified  
11 by this Addendum shall remain the same. To the extent that any terms of this Addendum are in conflict  
12 with the Purchase Agreement, this Addendum will control. **WHEN PROPERLY COMPLETED,**  
13 **THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS**  
14 **CONTENTS, SEEK COMPETENT LEGAL AND TAX COUNSEL BEFORE SIGNING.**

15  
16   
17  Buyer  Seller  
18  
19   
20  Buyer  Seller  
21

9/28/12  
Date  
6:00 pm  
Time

22 Acceptance:  
23   
24  Buyer  Seller  
25  
26   
27  Buyer  Seller  
28  
29  
30 Prepared by: ERNESTO AHUMADA  
31 Agent's Name

5/15/12  
Date  
1:17 PM  
Time  
702-328-4126  
Phone

31  
32   
33 Buyer Initials: CB \_\_\_\_\_  
34 Seller Initials: JA \_\_\_\_\_  
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## A. Settlement Statement (HUD-1)

B. Type of Loan					
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input checked="" type="checkbox"/> Conv. Unins.	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	6. File Number: 13879NVNON
7. Loan Number: 8. Mortgage Insurance Case Number:					
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.o)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. (13879NVNON 12)					
D. Name and Address of Borrower: Christopher Burns 9816 Almena Street Las Vegas, NV 89178		E. Name and Address of Seller: Abdel Assahouri and Mona Assahouri 9816 Almena Street Las Vegas, NV 89178		F. Name and Address of Lender:	
G. Property Location: 9816 Almena Street Las Vegas, NV 89178 Clark County, Nevada		H. Settlement Agent: The Cooper Castle Law Firm, LLP		I. Settlement Date:	
		Place of Settlement: 5275 South Durango Drive Las Vegas, NV 89113			
J. Summary of Borrower's Transaction					
100. Gross Amount Due from Borrower					
101. Contract sales price					
102. Personal property					
103. Settlement charges to borrower (line 1400)					
104.					
105.					
Adjustments for items paid by seller in advance					
106. City/Town taxes					
107. County taxes					
108. Assessments					
109. Sewer					
110. Trash					
111. HOA Assessment					
112.					
113.					
120. Gross amount due from Borrower					
200. Amounts Paid by or in Behalf of Borrower					
201. Deposit or earnest money					
202. Principal amount of new loan(s)					
203. Existing loan(s) taken subject to					
204.					
205.					
206. Seller Credit towards Buyer's Closing Cost					
207.					
208. Seller Credit for Owner's Policy					
209. Seller Credit for Transfer Tax					
Adjustments for items unpaid by seller					
210. City/Town taxes					
211. County taxes					
212. Assessments					
213.					
214.					
215.					
216.					
217.					
218.					
219.					
220. Total paid by or for Borrower					
300. Cash at Settlement from/to Borrower					
301. Gross amount due from Borrower (Line 120)					
302. Less amount paid by or for Borrower (Line 220) ( )					
303. CASH FROM BORROWER					
K. Summary of Seller's Transaction					
400. Gross Amount Due to Seller					
401. Contract sales price					
402. Personal property					
403.					
404.					
405.					
Adjustments for items paid by seller in advance					
406. City/Town taxes					
407. County taxes					
408. Assessments					
409. Sewer					
410. Trash					
411. HOA Assessment					
412.					
413.					
420. Gross amount due to Seller					
500. Reductions in Amount Due to Seller					
501. Excess deposit (see instructions)					
502. Settlement charges to seller (line 1400) 22,454.74					
503. Existing loan(s) taken subject to					
504. Payoff of first mortgage loan 207,893.26					
505. Payoff of second mortgage loan					
506. Seller Credit towards Buyer's Closing Cost 7,200.00					
507. Dep. disbursed as proceeds					
508. Seller Credit for Owner's Policy 1,128.00					
509. Seller Credit for Transfer Tax 1,224.00					
Adjustments for items unpaid by seller					
510. City/Town taxes					
511. County taxes					
512. Assessments					
513.					
514.					
515.					
516.					
517.					
518.					
519.					
620. Total reduction amount due Seller 240,000.00					
600. Cash at Settlement from/to Seller					
601. Gross amount due to Seller (Line 420) 240,000.00					
602. Less reductions due Seller (Line 620) ( ) ( 240,000.00)					
603. CASH TO/FROM SELLER					

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

1. Settlement Charges		
700. Total Real Estate Broker Fees	\$16,800.00	
Division of commission (line 700) as follows:		
701. \$ 8,400.00 to Keller Williams Realty		
702. \$ 8,400.00 to Realty One Group		
703. Commission paid at settlement		16,800.00
704. Negotiation Commission to Keller Williams Realty		1,485.00
800. Items Payable in Connection with Loan		
801. Our origination charge	(from GFE#1)	
802. Your credit or charge (points) for the specific interest rate chosen	(from GFE#2)	
803. Your adjusted origination charges	(from GFE#A)	
804. Appraisal fee	(from GFE#3)	
805. Credit report	(from GFE#3)	
806. Tax Service	(from GFE#3)	
807. Flood certification	(from GFE#3)	
808. Other		
900. Items Required by Lender to be Paid in Advance		
901. Interest from to to @ \$ per day ( . days @ . %)	(from GFE#10)	
902. Mortgage Insurance premium for months to	(from GFE#3)	
903. Homeowner's Insurance for year to ..	(from GFE#11)	
904. Other for year to ..		
1000. Reserves Deposited with Lender		
1001. Initial deposit for your escrow account	(from GFE#8)	
1002. Homeowner's Insurance months @ \$ per month		
1003. Mortgage Insurance months @ \$ per month		
1004. Property taxes months @ \$ per month		
1005. Other months @ \$ per month		
1006. Other months @ \$ per month		
1007. Other months @ \$ per month		
1100. Title Charges		
1101. Title services and lender's title insurance to The Cooper Castle L.	(from GFE#4)	
1102. Settlement or closing fee to The Cooper Castle Law Firm, LLP		897.50
1103. Owner's title insurance to The Cooper Castle Law Firm, LLP	(from GFE#5)	
1104. Lender's title insurance		
1105. Lender's title policy limit		
1106. Owner's title policy limit		
1107. Agent's portion of the total title insurance premium to Colorado American Title, L		
1108. Underwriter's portion of the total title insurance premium		
1109. Document Preparation Fee to The Cooper Castle Law Firm, LLP		
1110. Sub Escrow Fee to First American Title Insurance Company		
1111. Endorsement Fee to First American Title Insurance Company		
1112. Courier/Mail Fee to The Cooper Castle Law Firm, LLP		
1113. Notary		
1114. Short Sale Pricing/Marketing Fee to The Cooper Castle Law Firm, LLP		585.00
1200. Government Recording and Transfer Charges		
1201. Government recording charges to First American Title Insurance	(from GFE#7)	
1202. Deed \$ 60.00; Mortgage \$ 75.00; Release \$		
1203. Transfer taxes to First American Title Insurance Company	(from GFE#8)	
1204. County Transfer Tax Deed \$ 1,224.00; Mortgage \$		
1205. State tax/stamps Deed \$ ; Mortgage \$		
1300. Additional Settlement Charges		
1301. Required services that you can shop for	(from GFE#6)	
1302. Sewer to Clark County Water Reclamation		229.70
1303. Trash to Republic Services of Southern NV		107.83
1304. Real Property Taxes to Clark County Treasurer		728.79
1305. HOA Capital Contribution to Mountains Edge Master		385.00
1306. HOA Transfer to Mountains Edge Master		260.00
1307. Home Warranty		
1308. SID / LID to Clark County Treasurer - SID		623.02
1309. SUB HOA Capital Contribution to Las Colinas HOA		42.00
1310. SUB HOA Transfer to Las Colinas HOA		500.00
1400. Total Settlement Charges (enter on lines 103, Section J and 802, Section K)		22,454.74



## COUNTER OFFER

NO. 1

ATTENTION: Ernesto Ahumada COMPANY: Realty One Group  
 (Agent) (Name)

Christopher Burns

The  Offer  Counter Offer made by:  Seller  Buyer  
 (Name)

to  Buy  Sell the real property commonly known as: 9816 Almena Street  
Las Vegas, NV 89178  
 dated: February 28, 2012 is not accepted in its present form, but the following Counter Offer  
 is hereby submitted:

1. All items in the purchase contract requesting seller to pay including HOA & GIC fees are submitted to the lien holder to pay. Any fees not paid for by the lien holder will be renegotiated by both parties.
2. Property is sold AS IS and no repairs will be made. Buyer still retains the right and is encouraged to have an inspection.
3. Any items left blank by the buyer are to be deemed waived by the buyer.
4. Close of Escrow to be on or before July 13, 2012.

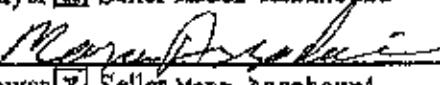
OTHER TERMS: All other terms to remain the same as original Residential Purchase Agreement plus terms  
 agreed to in Counter Offer(s) No. 1.

EXPIRATION:  Buyer  Seller must respond by: 5:00  AM  PM on (month) March,  
 (day) 15, (year) 2012. Unless this Counter Offer is accepted by execution below  
 and delivered to the  Buyer's  Seller's Broker before the above date and time, this Counter Offer shall  
 lapse and be of no further force and effect.

Date: 23/13/12

  
 Buyer  Seller Abdel Assahouri Signature

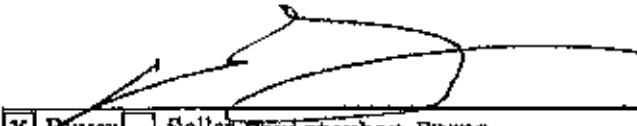
Time: 1:17 Pm

  
 Buyer  Seller Mona Assahouri Signature

The undersigned  Buyer  Seller hereby:

accepts the Counter Offer;  
 accepts the terms of this Counter Offer subject to the attached Counter Offer No.                   ; or  
 rejects the Counter Offer.

Date: 3/14/12

  
 Buyer  Seller Christopher Burns Signature

Time: 9:51 AM

Buyer  Seller Signature

Counter Offer Rev. 5/06

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Keller Williams Realty Las Veg 3090 S Durango Dr Ste 100 Las Vegas, NV 89117  
 Phone: (702)212-2222 Fax: (702)212-2223 Dale Snyder

9816 Almena

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